रजिस्ट्री सं. डी. एल. (एन) 04/0007/2003–05 REGD. NO. D. L. (N) 04/0007/2003–05

भारत का राजपत्र
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सं. 11] नई दिल्ली, मार्च 10—मार्च 16, 2013, शनिवार/फाल्गुन 19—फाल्गुन 25, 1934
No. 11] NEW DELHI, MARCH 10—MARCH 16, 2013, SATURDAY/PHALGUNA 19—PHALGUNA 25, 1934

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 6 मार्च, 2013

का.आ. 592.—केन्द्रीय सरकार एतद्द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उत्तर प्रदेश राज्य सरकार, गृह (पुलिस) अनुभाग -11 की अधिसूचना संख्या 565/6-पी-11-2013-99 एम/2013 दिनांक 4 मार्च, 2013 द्वारा प्राप्त सहमति से निम्नलिखित कांडों :

क्रम सं.	अपराध संख्या	अंतर्गत धारा
1.	18/2013	302 भा.द.सं., 1860 और धारा 7 सी. एल.ए. अधिनियम, 1961
2.	19/2013	396, 307, 323, 504, 332, 353, भा.द. सं. 1860 और धारा 7 सी.एल.ए. अधिनियम, 1961
3.	20/2013	302, 504, 506, 120 बी भा.द.सं.ए 1860
4.	21/2013	147, 148, 149, 302, 504, 506, 120 बी भा.द.सं. 1860 और धारा 7 सी.एल.ए. अधिनियम, 1961

थाना हाथिगावां, जिला प्रतापगढ़, यू.पी. में पंजीकृत अपराध के संबंध में अन्वेषण करने तथा प्रयास करने, दुष्प्रेरणों और षड्यंत्रों तथा उसी संव्यवहार के अनुक्रम में किये गये अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध या अपराधों का अन्वेषण करने के संबंध में दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण उत्तर प्रदेश राज्य पर करती है ।

[फा.सं. 228/21/2013-एवीडी-II]

राजीव जैन, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 6th March, 2013

S.O. 592.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Uttar Pradesh, Grih (Police), Anubhag-11, Lucknow conveyed vide Notification F. No. 565/6-P-11-2013-99M/2013 dated 4th March, 2013, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttar Pradesh for investigation of the offences viz :

Sl. No.	Case No.	Section Laws
1.	18/2013	Under Section 302 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and 7 Criminal Law (Amendment) Act, 1961 (Act No. 23 of 1961).
2.	19/2013	Under Section 396, 307, 323, 504, 332, 353 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and 7 Criminal Law (Amendment) Act, 1961 (Act No. 23 of 1961)
3.	20/2013	Under Section 302, 504, 506, 120B of the Indian Penal Code, 1860 (Act No. 45 of 1860)
4.	21/2013	Under Section 147, 148, 149, 302, 504, 506, 120B of the Indian Penal Code, 1860 (Act No. 45 of 1860) and 7 Criminal Law (Amendment) Act, 1961 (Act No. 23 of 1961)

registered at Police Station Hathigawan, Distt. Pratapgarh, Uttar Pradesh and attempts, abetments and conspiracy in relation to or in connection with the above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[F. No. 228/21/2013-AVD-II]

RAJIV JAIN, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 24 जनवरी, 2013

का.आ. 593.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, वित्त मंत्रालय, वित्तीय सेवाएं विभाग के नियंत्रणाधीन निम्नलिखित बैंकों की शाखाओं को, जिनके 80% से अधिक अधिकारियों/कर्मचारियों ने हिन्दी में कार्य-साधक ज्ञान प्राप्त कर लिया है, एतद्द्वारा अधिसूचित करती है ।

क्रम सं.	बैंकों के नाम	शाखाओं की संख्या
1.	बैंक ऑफ बड़ौदा	479
2.	भारतीय स्टेट बैंक	122
3.	बैंक ऑफ इंडिया	77
4.	स्टेट बैंक ऑफ पटियाला	72
	कुल	**750**

[सं. 11016/2/2013-हिन्दी]

मिहिर कुमार, निदेशक (रा.भा.)

राजभाषा नियम 10(4) के अंतर्गत सरकारी गजट में अधिसूचित करने हेतु पात्र शाखाओं के नाम

'क' क्षेत्र

क्रम सं.	शाखाओं के नाम एवं पते
1.	बैंक ऑफ बड़ौदा, क्षेत्रीय कार्यालय, दहेरादून, 41, इंदिरा नगर कॉलोनी सीमा द्वार के निकट, देहरादून-248001
2.	बैंक ऑफ बड़ौदा, हरदा शाखा, प्लाट नं. सी-35, सी-36, नेहरू कालोनी, नई सब्जी मंडी के पास, हरदा-461331 (म.प्र.)
3.	बैंक ऑफ बड़ौदा, बैतुल शाखा, गोकुल ट्रेड सेंटर, स्टेशन रोड, बैतुल-460001 (म.प्र.)
4.	बैंक ऑफ बड़ौदा, बीएचईएल शाखा, 'रुद्राक्ष भवन', 27, सेक्टर-सी, इन्द्रपुरी, रायसेन रोड, भोपाल-462021 (म.प्र.)
5.	बैंक ऑफ बड़ौदा, भाटापारा शाखा, वृन्दावन पैलेस, स्टेशन रोड़, भाटापारा-493118, जिला रायपुर (छत्तीसगढ़)
6.	बैंक ऑफ बड़ौदा, बालोद शाखा, हाई स्कूल रोड, बालोद-491226, जिला दुर्ग (छत्तीसगढ़)
7.	बैंक ऑफ बड़ौदा, प्रताप नगर शाखा, सुन्दरवास, प्रताप नगर, उदयपुर, (राजस्थान) पिन-313001
8.	बैंक ऑफ बड़ौदा, मावली शाखा, उदय गेस्ट हाउस, उदयपुर रोड, मावली, जिला उदयपुर (राजस्थान), पिन-313001
9.	बैंक ऑफ बड़ौदा, सलूम्बर शाखा, नेहरू मार्ग, बोहरवाडी के पास, सलूम्बर, जिला उदयपुर (राजस्थान), पिन-313001

10. बैंक ऑफ बड़ौदा,
गोवर्धन विलास शाखा, आर-2, एच. ब्लॉक,
100 फीड रोड, गोवर्धन विलास,
सेक्टर-14, उदयपुर (राजस्थान),
पिन-313001

11. बैंक ऑफ बड़ौदा,
बस्सी शाखा, बस स्टैण्ड के पास, बस्सी,
जयपुर-303301 (राजस्थान)

12. बैंक ऑफ बड़ौदा,
शाहपुरा शाखा, चुंगी नाका,
ओल्ड दिल्ली रोड,
शाहपुरा, जयपुर-303103 (राजस्थान)

13. बैंक ऑफ बड़ौदा,
गोपालपुरा बाईपास शाखा,
65 सूर्य नगर, गोपालपुरा बाईपास,
जयपुर-302015 (राजस्थान)

14. बैंक ऑफ बड़ौदा,
बांदीकुई शाखा, सिकदरा रोड, पुलिस थाने के पास,
बांदीकुई-303313 (राजस्थान)

15. बैंक ऑफ बड़ौदा,
दुर्गापुरा शाखा, प्लाट नं. 1, मणी भवन,
महिंद्रा टॉवर के पास, दुर्गा विहार,
दुर्गापुरा टोंक रोड,
जयपुर (राजस्थान) पिन-302015

16. बैंक ऑफ बड़ौदा,
तिजारा शाखा, पॉवर हाउस के सामने,
फिरोजपुर रोड, तिजारा,
जिला अलवर (राजस्थान) पिन-301411

17. बैंक ऑफ बड़ौदा,
दूदू शाखा, छबडा पेट्रोल के पास,
दूदू, जयपुर (राजस्थान) पिन-303008

18. बैंक ऑफ बड़ौदा,
चाकसू शाखा, मुख्य टौंक रोड,
चाकसू, जयपुर (राजस्थान),
पिन-303901

19. बैंक ऑफ बड़ौदा,
शास्त्री नगर शाखा, ए-22 ए,
साई मोहन विला, अमानी शाह रोड,
रामनगर, शास्त्री नगर, जयपुर,
(राजस्थान) पिन-302015

20. बैंक ऑफ बड़ौदा,
प्रताप नगर शाखा, 8 एस.पी. 3,
कुम्भा मार्ग, प्रताप नगर,
जयपुर (राजस्थान) पिन-302033

21. बैंक ऑफ बड़ौदा,
नगर शाखा, डाक बंगलो चौराहा,
उनियारा के रास्ते से,
पोस्ट ऑफिस नगरफोर्ट अलवर-भरतपुर रोड, नगर,
भरतपुर (राजस्थान) पिन-321205

22. बैंक ऑफ बड़ौदा,
टपूकड़ा शाखा, गोपाली चौक,
अलवर हाई तहसील, टपूकड़ा,
राजस्थान-301707

23. बैंक ऑफ़ बड़ौदा,
सूरतगढ़ शाखा, लाहोटी पेट्रोल पंप के पास,
सूरतगढ जिला श्री गंगानगर (राजस्थान)
पिन-335804

24. बैंक ऑफ बड़ौदा,
भादासर शाखा, भादासर तहसील,
सरदार शहर, जिला चूरु (राजस्थान)
पिन-331403

25. बैंक ऑफ बड़ौदा,
बोरानाडा शाखा, राज. स्टेट इंण्ड, डेवलपमेंट कार्पो.,
बोरानाडा जोधपुर (राजस्थान)
पिन-342001

26. बैंक ऑफ बड़ौदा,
नोखा शाखा बीकानेर हाईवे,
बाबू छोटूनाथ स्कूल के सामने,
जिला बीकानेर (राजस्थान) पिन-334001

27. बैंक ऑफ बड़ौदा,
फलोदी शाखा, नई सड़क, फलोदी,
जिला जोधपुर (राजस्थान) पिन-342301

28. बैंक ऑफ बड़ौदा,
मकराना शाखा, गुनावती रोड,
मकराना, जिला नागौर (राजस्थान)
पिन-341505

29. बैंक ऑफ बड़ौदा,
मेडता सिटी शाखा, कृषि मंडी रोड,
मेडता सिटी, जिला नागौर (राजस्थान),
पिन-341510

30. बैंक ऑफ बड़ौदा,
सुमेरपुर शाखा, जवाई बांध रोड,
सुमेरपुर, जिला पाली (राजस्थान) पिन-306401

31. बैंक ऑफ बड़ौदा,
हनुमानगढ़ जंक्शन शाखा,
सांगरिया रोड, भगतसिंह चौक के पास,
हनुमानगढ़ जंक्शन (राजस्थान)
पिन-335501

32. बैंक ऑफ बड़ौदा,
भादरा शाखा, बस स्टैण्ड के पास, भादरा,
जिला हुनमानगढ़ (राजस्थान) पिन-335501

33. बैंक ऑफ बड़ौदा,
सांचौर शाखा, रानीवाडा रोड, सांचौर,
जिला जालोर (राजस्थान) पिन-343041

34. बैंक ऑफ बड़ौदा,
फालना शाखा, सांडेराव रोड, फालना,
जिला पाली (राजस्थान) पिन-306116

35. बैंक ऑफ बड़ौदा,
सरदारपुरा शाखा, 658, रेजीडेंसी रोड,
जलजोग चौराहा, जोधपुर (राजस्थान)
पिन-342001

36. बैंक ऑफ बड़ौदा,
गंगापुर शाखा, बस स्टैण्ड के पास,
तहसील सहाडा,
जिला भलवाडा (राजस्थान) पिन-311801

37. बैंक ऑफ बड़ौदा,
सरवाड शाखा, मथुराधीश मंदीर, सदर बाजार,
सरवाड, जिला अजमेर (राजस्थान)
पिन-305403

38. बैंक ऑफ बड़ौदा,
असींद शाखा, प्लाट नं. 16, प्रताप नगर,
आसींद, जिला भीलवाडा (राजस्थान)
पिन-311301

39. बैंक ऑफ बड़ौदा,
कुदरा शाखा, विमला कृषि केन्द्र के बगल में,
जी.टी. रोडकुदरा (बिहार) 821108

40. बैंक ऑफ बड़ौदा,
बांका शाखा, डोकानियां मार्केट के पास,
अलीगंज, एम.आर.डी हाई स्कूल के समीप,
बांका (बिहार)-813102

41. बैंक ऑफ बड़ौदा,
कहलगांव शाखा, स्टेशन रोड,
गवर्नमेंट ओल्ड हाउस हॉस्पीटल
के पास, कहलगांव, जिला-भागलपुर
(बिहार)-813203

42. बैंक ऑफ बड़ौदा,
भीखनपुर शाखा संस्कार अपार्टमेंट, गुमटी नं. 3 के पास,
आर. बी. एस. सहाय रोड,
भीखनपुर, भागलपुर (बिहार)-812001

43. बैंक ऑफ बड़ौदा,
डेहरी शाखा, मेहरा हाउस, पाली रोड,
डेहरी ओन सोन-821307 (बिहार)

44. बैंक ऑफ बड़ौदा,
बाढ शाखा, सविता सिनेमा के सामने, एन.एच. 31,
बाढ (बिहार)-803213

45. बैंक ऑफ बड़ौदा,
सहरसा शाखा, इन्दिरा भवन, बी.आई.पी. रोड, पूरब बाजार,
सहरसा (बिहार)-852201

46. बैंक ऑफ बड़ौदा,
दोनार शाखा,
बिपिन मार्केट, दोनार,
दरभंगा (बिहार)-846004

47. बैंक ऑफ बड़ौदा,
बख्तियारपुर शाखा,
नया टोला, माधोपुर,
ओल्ड बाई पास, बख्तियारपुर (बिहार)-803212

48. बैंक ऑफ बड़ौदा,
दानापुर शाखा,
बी.एम. कम्प्लेक्स, सगुना मोड,
दानापुर (बिहार)-801503

49. बैंक ऑफ बड़ौदा,
शेखपुरा शाखा,
चांदनी चॉक, सिनेमा रोड, समाहरणालय के पास, शेखपुरा
(बिहार)-803211

50. बैंक ऑफ बड़ौदा,
जमालपुर शाखा,
द्वारा-रीव ट्यूबवेल, चर्च के सामने,
मुंगेर रोड, जमालपुर (बिहार)-811241

51. बैंक ऑफ बड़ौदा,
जयनगर शाखा,
मेन रोड, बैंक ऑफ इंडिया के पास,
जयनगर (बिहार)-800213

52. बैंक ऑफ बड़ौदा,
राजेन्द्र नगर शाखा,
ऐश जगत कम्प्लेक्स,
राजेन्द्र पथ, कदमकुआं
पटना (बिहार)-800003

53. बैंक ऑफ बड़ौदा,
नवादा शाखा,
एल.आई.सी ऑफिस के पास, थाना रोड,
नवादा (बिहार)-805110

54. बैंक ऑफ बड़ौदा,
फतुहा शाखा,
रेलवे स्टेशन रोड, देवी चॉक, फतुहा,
जिला पटना (बिहार)-803201

55. बैंक ऑफ बड़ौदा,
लंका कचरुआ शाखा,
खेमनीचक, मेन रोड
पो. न्यू जगनपुरा, रामकृष्णनगर,
पटना (बिहार)-800027

56. बैंक ऑफ बड़ौदा,
मुंगेर शाखा,
पूरब सराय, अशोका पैलेस, दिलीप भवन के पास,
मुंगेर (बिहार)-811201

57. बैंक ऑफ बड़ौदा,
नजरथ हॉस्पिटल, मोकामा शाखा
नजरथ हॉस्पिटल, मोकामा (बिहार)-803302

58. बैंक ऑफ बड़ौदा,
फुलवारीशरीफ शाखा,
साकेत विहार मोड, अनिसाबाद, फुलवारीशरीफ, पटना
(बिहार)-800020

59. बैंक ऑफ बड़ौदा,
कुर्जी मोड शाखा,
एन.आर. लोयला हाई स्कूल, नालंदा कॉलनी के सामने,
पटना (बिहार)-800010

60. बैंक ऑफ बड़ौदा,
बिहिया शाखा,
स्टेशन रोड, जज बाजार, अम्बे टॉकिज के पास, बिहिया,
जिला भोजपुर (बिहार)-802152

61. बैंक ऑफ बड़ौदा,
जहानाबाद शाखा,
मख्दुमपुर, इंडेन गैस एजेंसी के पास, जहानाबाद
(बिहार)-804408

62. बैंक ऑफ बड़ौदा,
लोहियानगर शाखा,
लोहियानगर, पी सी कालोनी, शालीमार स्वीट्स के पास,
कंकडबाग,
पटना (बिहार)-800020

63. बैंक ऑफ बड़ौदा,
जमुई शाखा,
जंगलिया बाबा मार्केट,
कचहरी रोड, जमुई (बिहार)-811307

64. बैंक ऑफ बड़ौदा,
खूंटी शाखा, डाक बंगला रोड,
खूंटी (झारखंड)-835210

65. बैंक ऑफ बड़ौदा,
बरियातू शाखा,
बरियातू नर्सिंग होम के सामने, शांति कम्प्लेक्स बरियातू रोड,
रांची (झारखंड)-834009

66. बैंक ऑफ बड़ौदा,
आदित्यपुर शाखा,
भूतल, एम.पी. नगीना
कम्प्लेक्स, टाटा-कंद्रा रोड, आदित्यपुर जमशेदपुर (झारखंड)

67. बैंक ऑफ बड़ौदा,
साहेबगंज शाखा,
भूतल, महाजनपटटी,
साहेबगंज (झारखंड)-816109

68. बैंक ऑफ बड़ौदा,
कुजु शाखा,
आरा रोड, कुजु रामगढ (झारखंड)-825316

69. बैंक ऑफ बड़ौदा,
चक्रधरपुर शाखा,
रांची-चाईबासा मेन रोड,
चक्रधरपुर,
पूर्वी सिंहभूम (झारखंड)-823102

70. बैंक ऑफ बड़ौदा,
गोविंदपुर, शाखा,
प्रथम तल, तिरूपति कम्प्लेक्स, जी. टी. रोड,
गोविंदपुर जिला धनबाद (झारखंड)-828109

71. बैंक ऑफ बड़ौदा,
बडा जामदा शाखा,
दीपा कम्प्लेक्स, मेन रोड,
बडा जामदा (झारखंड)-833221

72. बैंक ऑफ बड़ौदा,
डालटनगंज शाखा,
के. जी. गर्ल्स हाई स्कूल रोड, डालटनगंज
पलामू (झारखंड)-822101

73. बैंक ऑफ बड़ौदा,
लालपुर चौक शाखा,
206, प्रथम तल, देवनी कम्प्लेक्स,
लालपुर रोड, रांची (झारखंड)-834001

74. बैंक ऑफ बड़ौदा,
मिहिजाम शाखा, चित्तरंजन स्टेशन रोड,
मिहिजाम (झारखंड)-815354

75. बैंक ऑफ बड़ौदा,
बवाना शाखा,
48, नरेला रोड, प्रथम तल, बवाना
दिल्ली-110039

76. बैंक ऑफ बड़ौदा,
डॉ. मुखर्जी नगर शाखा
855, ग्राउंड फ्लोर, डॉ. मुखर्जी नगर, दिल्ली-110009

77. बैंक ऑफ बड़ौदा,
दुर्गापुरी शाखा
बी-7, वेस्ट ज्योति नगर, दुर्गापुरी चौक के पास, दिल्ली-110094

78. बैंक ऑफ बड़ौदा,
गांधी नगर शाखा,
912, मेन रोड कैलाश नगर,
दिल्ली-110031

79. बैंक ऑफ बड़ौदा,
कृष्णा नगर शाखा,
ई-5/112,कृष्णा नगर
दिल्ली-110051

80. बैंक ऑफ बड़ौदा,
शाहदरा शाखा,
641-बी, लोनी रोड, दिल्ली-110032

81. बैंक ऑफ बड़ौदा,
शास्त्री नगर शाखा,
ई-2/256, शास्त्री नगर, दिल्ली-110052

82. बैंक ऑफ बड़ौदा,
अलीपुर शाखा,
75/138, नेहरू एन्कलेव, अलीपुर,
दिल्ली-110036

83. बैंक ऑफ बड़ौदा,
आई पी एक्सटेंशन दिल्ली शाखा
शॉप नं. 2, ऋषभ इम्पैक्स मॉल, सीएससी प्लॉट, पटपड़गंज,
आई पी. एक्सटेंशन, दिल्ली-110092

84. बैंक ऑफ बड़ौदा,
मिड कार्पोरेट शाखा,
प्रथम तल, बैंक ऑफ बड़ौदा बिल्डिंग, 16 संसद मार्ग,
नई दिल्ली-110001

85. बैंक ऑफ बड़ौदा,
एम 2के चौक दिल्ली शाखा,
एफ-19/13, सेक्टर-8, एम 2 के चौक, रोहिणी,
दिल्ली-110085

86. बैंक ऑफ बड़ौदा,
गोहाना शाखा
समता चौक के पास, गोहाना
डिस्ट्रिक्ट: सोनीपत-131301

87. बैंक ऑफ बड़ौदा,
नांगल राय दिल्ली शाखा
डब्ल्यू जेड 1390/2, नांगल राय,
दिल्ली-110046

88. बैंक ऑफ बड़ौदा,
नांगलोई दिल्ली शाखा
17/1, बिमल हॉस्पिटल के पास, मेन रोहतक रोड,
नांगलोई, दिल्ली-110041

89. बैंक ऑफ बड़ौदा,
नेताजी सुभाष प्लेस दिल्ली शाखा,
प्रथम तल, अग्रवाल हाइटस, प्लॉट नं. 05, नेताजी सुभाष
प्लेस, दिल्ली -110034

90. बैंक ऑफ बड़ौदा,
सैक्टर-15 रोहिणी शाखा,
ग्राउंड फ्लोर, पॉकेट-पीए, एच नं. 1 सैक्टर-15, रोहिणी,
दिल्ली-110085

91. बैंक ऑफ बड़ौदा,
घुमारवीं शाखा,
VIII डकारी चौक, पीओ एंड तहसील घुमारवीं,
डिस्ट्रिक्ट-बिलासपुर, घुमारवीं,
हिमाचल प्रदेश-174021

92. बैंक ऑफ बड़ौदा,
पांवटा साहिब शाखा,
मिन्नी टावर, पीएनबी के सामने, पांवटा साहिब,
डिस्ट्रिक्ट: सिरमौर, हिमाचल प्रदेश-173025

93. बैंक ऑफ बड़ौदा,
कुल्लू शाखा,
आशा दीप, गांधी नगर, कुल्लू,
हिमाचल प्रदेश-175101

94. बैंक ऑफ बड़ौदा,
शालीमार गार्डन गाजियाबाद शाखा,
अपर ग्राउंड फ्लोर एस-23, बी -ब्लॉक, शालीमार
गार्डन-II, गाजियाबाद
उत्तर प्रदेश-201005

95. बैंक ऑफ बड़ौदा,
जेन नेक्सट शाखा
टावर 2 स्टेलर आई टी पार्क, सी 25, नोएडा, उ.प्र.-201301

96. बैंक ऑफ बड़ौदा,
आर्या नगर शाखा
233, न्यू आर्या नगर, मेरठ रोड, गाजियाबाद,
उत्तर प्रदेश-201001

97. बैंक ऑफ बड़ौदा,
मुराद नगर शाखा,
वार्ड नं. 14, मेन रोड, मेन मार्किट, मुराद नगर,
गाजियाबाद, उत्तर प्रदेश-201206

98. बैंक ऑफ बड़ौदा,
पिलखवा गाजियाबाद शाखा,
42, माइल स्टोन, दिल्ली गढ़ रोड, एन एच-24,
पिलखवा, गाजियाबाद, यू. पी.-245304

99. बैंक ऑफ बड़ौदा,
वैशाली शाखा
शॉप नं. 2, सी-1 सैक्टर-4 वैशाली,
गाजियाबाद, यू. पी.-201011

100. बैंक ऑफ बड़ौदा,
बहादुरगढ़ शाखा,
आर एन प्लाजा, रेलवे रोड डिस्ट्रिक्ट झज्जर, बहादुरगढ,
हरियाणा-124507

101. बैंक ऑफ बड़ौदा,
सोहना रोड शाखा
यूनिट नं. 06, टावर-बी, वाटिका बिजनेस पार्क, सोहना रोड, सैक्टर-49, गुड़गांव, हरियाणा-122101

102. बैंक ऑफ बड़ौदा,
बरवाला शाखा
बस स्टैंड के पास, पांवटा साहिब रोड, वीपीओ, पंचकुला,
हरियाणा-134118

103. बैंक ऑफ बड़ौदा,
पेहोवा शाखा
अम्बाला रोड, पेहोवा,
हरियाणा-136128

104. बैंक ऑफ बड़ौदा,
पिंजोर शाखा
1330, बी-1, वार्ड नं. 4, अब्दुलपुर, पिंजोर, पंचकुला,
हरियाणा-134102

105. बैंक ऑफ बड़ौदा,
राम नगर शाखा,
48, राम नगर, करनाल,
हरियाणा-132001

106. बैंक ऑफ बड़ौदा,
साहा शाखा
साहा, राजीव गांधी चौक के पास, जिला: अम्बाला,
हरियाणा-133104

107. बैंक ऑफ बड़ौदा,
सेक्टर-14, पंचकुला, शाखा
एससीओ 204, सैक्टर 14, पंचकुला,
हरियाणा-134113

108. बैंक ऑफ बड़ौदा,
तरोरी शाखा
एमएस भगवती राइस मिल, जी टी रोड, तरोरी,
हरियाणा-132116

109. बैंक ऑफ बड़ौदा,
मॉडल टाउन शाखा,
225 एल, मॉडल टाउन, पानीपत,
हरियाणा-132103

110. बैंक ऑफ बड़ौदा,
सैक्टर-16 फरीदाबाद शाखा
एससीओ नं. 3, सैक्टर-16 फरीदाबाद, हरियाणा-121002

111. बैंक ऑफ बड़ौदा,
सैक्टर-23 गुड़गांव शाखा
एससीओ 40, सैक्टर-23 गुड़गांव, हरियाणा-122001

112. बैंक ऑफ बड़ौदा,
आदमपुर हिसार शाखा
हाई स्कूल रोड, राजेन्द्र हॉस्पिटल के पास, मंडी, आदमपुर,
डिस्ट्रिक्ट: हिसार, हरियाणा-125052

113. बैंक ऑफ बड़ौदा,
ग्रेन मार्किट करनाल शाखा,
प्लॉट नं. 417 एवं 418, न्यू ग्रेन मार्किट, करनाल,
हरियाणा-132001

114. बैंक ऑफ बड़ौदा,
नारायणगढ़ शाखा
ट्रैक्टर मार्किट, सुधौरा रोड, नारायणगढ़, डिस्ट्रिक्ट-अम्बाला,
हरियाणा-134203

115. बैंक ऑफ बड़ौदा,
पिंडरा शाखा
पिंडरा, जौनपुर रोड,
जिला वाराणसी-221006 (उ.प्र.)

116. बैंक ऑफ बड़ौदा,
केराकत शाखा
केराकत, जिला जौनपुर-222142 (उ.प्र.)

117. बैंक ऑफ बड़ौदा,
चन्दौली शाखा,
चन्दौली, जी. टी.रोड,
जिला चन्दौली-232104(उ.प्र.)

118. बैंक ऑफ बड़ौदा,
बदलापुर शाखा
बदलापुर, बदलापुर चौराहा
जिला जौनपुर-222125(उ.प्र.)

119. बैंक ऑफ बड़ौदा,
मडियाहूं शाखा
मडियाहूं, मछली शहर रोड,
(पोस्ट ऑफिस के सामने)
जिला जौनपुर-222161(उ.प्र.)

120. बैंक ऑफ बड़ौदा,
जलालपुर माफी शाखा
जलालपुर माफी
जिला मिर्जापुर-231304 (उ. प्र.)

121. बैंक ऑफ बड़ौदा,
जमनीपुर शाखा,
जमनीपुर, जिला संत रविदास नगर-221401 (उ. प्र.)

122. बैंक ऑफ बड़ौदा,
नईगंज शाखा,
पॉलिटेक्निक चौराहा, नईगंज,
जिला जौनपुर-222002 (उ.प्र.)

123. बैंक ऑफ बड़ौदा,
पाण्डेपुर शाखा,
पाण्डेपुर, सी-9/471-सी,
जायसवाल कोल्ड स्टोरेज कंपांउंड
जिला वाराणसी-221002 (उ.प्र.)

124. बैंक ऑफ बड़ौदा,
विकास भवन, बरेली शाखा,
आंनद आश्रम रोड,
विकास भवन, बरेली-243001(उ. प्र.)

125. बैंक ऑफ बड़ौदा,
मीरगंज, बरेली शाखा,
कमला मार्केट, जी.टी. रोड,
अपोजिट एस.बी.आई, मीरगंज
बरेली-243504(उ. प्र.)

126. बैंक ऑफ बड़ौदा,
रामनगर, बरेली शाखा,
अपोजिट जैन मन्दिर,
आवला शाहबाद रोड, राम नगर
जिला बरेली-243703(उ. प्र.)

127. बैंक ऑफ बड़ौदा,
विकास भवन, शाहजहांपुर शाखा,
अपोजिट विकास भवन, कचहरी रोड़
जिला शाहजहांपुर-242001(उ. प्र.)

128. बैंक ऑफ बड़ौदा,
मकसूदापुर, शाहजहांपुर शाखा,
मेन मार्केट मकसूदापुर,
नियर बजाज हिन्दुतान लि.
मकसूदापुर, जिला शाहजहांपुर-242042 (उ. प्र.)

129. बैंक ऑफ बड़ौदा,
हरहरपुर मटकली, बरेली शाखा,
हरहरपुर मटकली, मेन रोड़,
तहसील नबाबगंज, ब्लाक नबाबगंज,
जिला बरेली-243407 (उ. प्र.)

130. बैंक ऑफ बड़ौदा,
भउआ बाजार, शाखा
भौवा बाजार, मेन रोड़,
ब्लाक भदपुरा, तहसील नबाबगंज,
जिला बरेली-243407 (उ. प्र.)

131. बैंक ऑफ बड़ौदा,
कर्मचारी नगर, बरेली शाखा,
कर्मचारी नगर रोड़, मिनी बाई पास,
नियर बिपिन एण्ड भास्कर हॉस्पिटल,
बरेली-243001(उ. प्र.)

132. बैंक ऑफ बड़ौदा,
सुभाषनगर, बरेली शाखा
752, तिलक कालोनी,
सुभाषनगर, बरेली-243001(उ. प्र.)

133. बैंक ऑफ बड़ौदा,
ग्रीन पार्क, बरेली शाखा,
अरमान हाईट, ग्रीन पार्क के सामने, बीसलपुर रोड़, बरेली-243001 (उ. प्र.)

134. बैंक ऑफ बड़ौदा,
अलीगंज, बरेली शाखा,
मेन रोड़, अलीगंज,
जिला बरेली- 243302 (उ.प्र.)

135. बैंक ऑफ बड़ौदा,
रामनगर कालोनी, शाहजहांपुर शाखा,
मोहल्ला दिलजाक, रामनगर,
निकट निगोही रोड़,
जिला शाहजहांपुर - 242001 (उ.प्र.)

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एफजीआईईटी रायबरेली शाखा,
एफजीआईईटी रतापुर,
रायबरेली-229001 (उ.प्र.)

137. बैंक ऑफ बड़ौदा,
राणा नगर, रायबरेली शाखा,
राणा नगर, रायबरेली-229001 (उ.प्र.)

138. बैंक ऑफ बड़ौदा,
हरचंदपुर शाखा
बड़ौदा स्टेशन रोड, हरचंदपुर-229303(उ.प्र.)

139. बैंक ऑफ बड़ौदा,
अलीगंज शाखा,
अलीगंज, सुल्तानपुर-227805(उ. प्र.)

140. बैंक ऑफ बड़ौदा,
बन्धुअकलां शाखा,
बन्धुअकलां, सुल्तानपुर-222801(उ. प्र.)

141. बैंक ऑफ बड़ौदा,
बरौंसा शाखा,
बरौंसा, सुल्तानपुर-228120 (उ. प्र.)

142. बैंक ऑफ बड़ौदा,
गोसाईगंज शाखा,
गोसाईगंज, सुल्तानपुर-228119 (उ.प्र.)

143. बैंक ऑफ बड़ौदा,
हनुमानगंज शाखा,
हनुमानगंज, सुल्तानपुर-228001 (उ.प्र.)

144. बैंक ऑफ बड़ौदा,
कादीपुर शाखा,
सुल्तानपुर-228145 (उ.प्र.)

145. बैंक ऑफ बड़ौदा,
कामतागंज शाखा,
कामतागंज, सुल्तानपुर-228131 (उ.प्र.)

146. बैंक ऑफ बड़ौदा,
मोतिगरपुर शाखा,
मोतिगरपुर, सुल्तानपुर-228132(उ. प्र.)

147. बैंक ऑफ बड़ौदा,
कूरेभार शाखा,
सुल्तानपुर-228151(उ. प्र.)

148. बैंक ऑफ बड़ौदा,
अमौली शाखा,
अमौली, फतेहपुर-212631(उ. प्र.)

149. बैंक ऑफ बड़ौदा,
राधा नगर, फतेहपुर शाखा,
राधा नगर, गाजीपुर रोड़,
फतेहपुर-212601 (उ.प्र.)

150. बैंक ऑफ बड़ौदा,
कैन सोसाइटी, काशीपुर शाखा,
काशीपुर, उत्तराखंड-242521

151. बैंक ऑफ बड़ौदा,
डी. एस. बी. कॉलेज शाखा,
नैनीताल, उत्तराखंड-263135

152. बैंक ऑफ बड़ौदा,
आवास विकास शाखा,
रूद्रपुर, उत्तराखंड-241578

153. बैंक ऑफ बड़ौदा,
नानकमत्ता शाखा,
मेन मार्केट, खटीमा रोड,
जिला-यू. एस. नगर, उत्तराखंड-262311

154. बैंक ऑफ बड़ौदा,
निर्मल नगर शाखा,
ग्राम-शक्ति फर्म पो.-बारुई, बागझारी
सितारगंज, उधमसिंग नगर,
उत्तराखंड-263151

155. बैंक ऑफ बड़ौदा,
दिनेशपुर शाखा,
दिनेशपुर, जिला-यू. एस. नगर,
उत्तराखंड-263160

156. बैंक ऑफ बड़ौदा,
शिवनगर शाखा,
ग्राम-शिवनगर, पूरनपुर
जिला पिलीभीत, उ. प्र.-261222

157. बैंक ऑफ बड़ौदा,
जहांगीराबाद शाखा,
अनूपशहर बस स्टैण्ड, जहांगीराबाद,
बुलंदशहर-202394

158. बैंक ऑफ बड़ौदा,
राय, शाखा,
सादाबाद रोड, राया, जिला मथुरा

159. बैंक ऑफ बड़ौदा,
सहसवान शाखा,
तहसील सहसवान,
बदायूं

160. बैंक ऑफ बड़ौदा,
गुन्नौर शाखा,
निकट ब्लॉक ऑफिस, गन्नौर,
बदायूं

161. बैंक ऑफ बड़ौदा,
दातागंज शाखा,
बस स्टैण्ड के सामने, दातागंज,
बदायूं-243637

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गोवर्धन चौक शाखा,
गोवर्धन चौक, मथुरा

163. बैंक ऑफ बड़ौदा,
ट्रांस यमुना शाखा,
वंदना नर्सिंग होम के पास,
ट्रांस यमुना, आगरा-282006

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दिबियापुर शाखा,
एन.टी.पी.सी.रोड़
दिबियापुर, औरेया-206244

165. बैंक ऑफ बड़ौदा,
झीझक शाखा,
वॉर्ड नं. 8, ओम नगर, मेन स्ट्रीट,
रेल बाजार, झीझक, जिला-रमाबाई नगर,
पिन-209302

166. बैंक ऑफ बड़ौदा,
सिंहपुर शाखा,
प्लॉट नं. 684, सिंहपुर चौराहा,
सिंहपुर जिला, कानपुर नगर,
पिन-208017

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यशोदा नगर शाखा,
128/132, "वाई" "आई" ब्लॉक,
यशोदा नगर, कानपुर,
पिन- 208011

168. बैंक ऑफ बड़ौदा,
रावतपुर गांव शाखा,
1059, गणेश नगर, रावतपुर गांव,
कानपुर, पिन-208019

169. बैंक ऑफ बड़ौदा,
रूरा शाखा,
स्टेशन रोड, रूरा, जिला रमाबाई नगर,
पिन- 209303

170. बैंक ऑफ बड़ौदा,
जगईपुरवां शाखा,
51, बी (4बी) पोखरपुर, लालबंगला,
कानपुर, पिन-208007

171. बैंक ऑफ बड़ौदा,
मौधा शाखा,
बस स्टेशन के निकट, तहसील रोड,
पोस्ट रागौल, जिला हमीरपुर,
पिन-210507

172. बैंक ऑफ बड़ौदा,
रनिया शाखा
रनिया पुलिस स्टेशन के सामने,
पोस्ट रनिया, जिला रमाबाई नगर, पिन-209304

173. बैंक ऑफ बड़ौदा,
मेडिकल कॉलेज शाखा,
1908, शिवाजी नगर,
मेडिकल कॉलेज रोड, झांसी
पिन- 284001

174. बैंक ऑफ बड़ौदा,
कालपी शाखा,
407/349, टर्नरगंज, कालपी
जिला जालौन, पिन-265204

175. बैंक ऑफ बड़ौदा,
ईमलिहा शाखा,
प्लॉट नं. 7, श्रीनगर, ईमलिहा, चौबेपुर,
पोस्ट तात्यागंज, जिला कानपुर नगर,
पिन-209217

176. बैंक ऑफ बड़ौदा,
बर्रा वर्ल्डबैंक शाखा,
जे-23,एचआईजी, वर्ल्ड बैंक बर्रा,
करही 80 फीट रोड, कानपुर-208027

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आंतिया तालाब शाखा,
1385, शारदा हिल्स् कॉलोनी,
न्यू बस्ती, झांसी पिन-284001

178. बैंक ऑफ बड़ौदा,
रतनलाल नगर शाखा,
572, ब्लॉक आरएन, योजना नं. 2,
रतनलाल नगर, कानपुर, पिन-208022

179. बैंक ऑफ बड़ौदा,
लखनपुर शाखा,
15 विकास नगर, कानपुर, पिन-208024

180. बैंक ऑफ बड़ौदा,
कल्याणपुर शाखा,
राज कॉम्प्लेक्स जीसी2, पनकी मेन मार्ग,
आवास विकास, कल्याणपुर, कानपुर,
पिन-208017

181. बैंक ऑफ बड़ौदा,
मिड कार्पोरेट शाखा,
रेडियस टाऊन, 7/119, स्वरूप नगर,
निकट आर्या नगर चौक, कानपुर,
पिन-208002

182. बैंक ऑफ बड़ौदा,
विनोबा नगर शाखा,
127/443, 'एस' ब्लॉक, जूही,
विनोबा नगर, कानपुर, पिन-208014

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बलैसा शाखा,
डाकघर-आजमगढ़,ब्लॉक-पलहानी
तहसील-आजमगढ़, जिला- आजमगढ,
उत्तर प्रदेश, पिन-276001

184. बैंक ऑफ बड़ौदा,
चमनगंज शाखा,
स्थान-चमनगंज बाजार,ग्राम करमडंडा,
डाकघर-गौहाना ब्लॉक-मलिकपुरि
तहसील-मलिकपुरि, जिला,-फैजाबाद, उत्तर प्रदेश
पिन-224127

185. बैंक ऑफ बड़ौदा,
सिविल लाइंस बस्ती शाखा,
सड़क-मालवीय रोड, स्थान - नवयुग मेडिकल सेंटर प्राइवेट लिमिटेड,
डाकघर- बस्ती, जिला-बस्ती, पिन- 272001

186. बैंक ऑफ बड़ौदा,
देवकाली शाखा,
बाईपास क्रॉसिंग, डाकघर-फैजाबाद,
जिला-फैजाबाद. (उ.प्र.)
पिन-224001

187. बैंक ऑफ बड़ौदा,
घोसी शाखा,
इमारत-मिर्जा जमालपुर, रोड-मेन रोड़, स्थान-मजवारा रोड़,
डाकघर-घोसी, ब्लॉक-घोसी तहसील-घोसी,
जिला-मऊ, उत्तर प्रदेश, पिन-275305

188. बैंक ऑफ बड़ौदा,
कैसरगंज शाखा
स्टेट बैंक ऑफ इंडिया के नजदीक, कैसरगंज रोड़,
बहराईच रोड,
डाकघर-कैसरगंज, तहसील-कैसरगंज
जिला-बहराईच,
उत्तर प्रदेश, पिन-271903

189. बैंक ऑफ बड़ौदा,
पयागपुर शाखा,
पयागपुर बस स्टॉप के नजदीक,
डाकघर-पयागपुर, ब्लॉक-पयागपुर,
तहसील-बहराईच, उत्तर प्रदेश,
पिन-271871

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रानी मउ शाखा
डाकघर-रानीमउ, भटट्री, ब्लॉक-मवाई,
तहसील-रूदौली, जिला-फैजाबाद,
उत्तर प्रदेश, पिन-225408

191. बैंक ऑफ बड़ौदा,
रसरा शाखा,
इमारत ए.पी.टावर, रोड-बलिया रोड स्थान-भगतसिंह
चौराहा के नजदीक,
जिला- बलिया,
उत्तर प्रदेश, पिन-221712

192. बैंक ऑफ बड़ौदा,
पालिया कलॉ शाखा,
संपूर्णा नगर, बाईपास रोड़,
पालिया कलॉ, जिला-लखमीपुर,
पिन-262902

193. बैंक ऑफ बड़ौदा,
ट्रांसपोर्ट कमिश्नर्स ऑफिस शाखा,
ट्रांसपोर्ट कमिश्नर्स ऑफिस,
शहीद स्मारक के निकट,
टेहरी कोठी, लखनऊ-226001

194. बैंक ऑफ बड़ौदा,
विभूति खंड शाखा,
वी-26, विभूति खंड, गोमती नगर,
लखनऊ-226010

195. बैंक ऑफ बड़ौदा,
आस्ति वसूली प्रबंधन शाखा,
बड़ौदा हाउस, प्रथम तल, वी-23,
विभूति खंड, गोमती नगर,
लखनऊ-226010

196. बैंक ऑफ बड़ौदा,
बक्शी का तालाब शाखा,
सीतापुर हाईवे, बक्शी का तालाब,
लखनऊ-227202

197. बैंक ऑफ बड़ौदा,
सिधौली शाखा,
मिश्रीख रोड, सधौली,
जिला- सीतापुर,
पिन-261303

198. बैंक ऑफ बड़ौदा,
मोहनलाल गंज शाखा,
मेन रायबरेली रोड, मऊ, मोहनलाल गंज,
लखनऊ-227305

199. बैंक ऑफ बड़ौदा,
नक्खास शाखा,
292/132, कटरा आजमबेग, विक्टोरिया स्ट्रीट,
नक्खास चौक,
लखनऊ-226003

200. बैंक ऑफ बड़ौदा,
राजाजी पुरम् शाखा,
सी-13/110, राजाजी पुरम्,
लखनऊ-226017

201. बैंक ऑफ बड़ौदा,
विकास नगर शाखा,
301/3, सेक्टर-9,
विकास नगर,
लखनऊ-226022

202. बैंक ऑफ बड़ौदा,
चिनहट शाखा,
मेन देवा रोड़, मटियारी चौराहा,
चिनहट, लखनऊ-227015

203. बैंक ऑफ बड़ौदा,
मोहन रोड़, शाखा,
डॉ. शकुन्तला मिश्रा पुनर्वास विश्वविद्यालय,
बुद्धेश्वर मंदिर चौराहा, मोहान रोड़,
लखनऊ-226017

204. बैंक ऑफ बड़ौदा,
मलिहाबाद शाखा,
ग्राम-मलिहाबाद, पोस्ट- मलिहाबाद
जिला-लखनऊ, पिन-227111

205. बैंक ऑफ बड़ौदा,
सरोजनी नगर शाखा,
578/689-ए, लक्ष्मण नर्सरी के निकट,
गौरी बाजार, सरोजनी नगर,
लखनऊ-226008

206. बैंक ऑफ बड़ौदा,
बंथरा शाखा,
ग्राम-बंथरा, लखनऊ-कानपुर रोड,
लखनऊ-227101

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मुकुट ट्रेड सेंटर गोल चौराहा, सीपी-1, सेक्टर-5,
जानकीपुरम एक्सटेंशन,
लखनऊ-226021

208. बैंक ऑफ बड़ौदा,
डालीगंज शाखा,
493/72, पन्नालाल रोड़ डालीगंज,
लखनऊ-226021

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बिसवॉ शाखा,
85-ए, थावई टोला, बिसवॉ -सीतापुर रोड,
बिसवॉ जिला- सीतापुर, पिन-261201

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बालमऊ शाखा,
डाकघर के सामने, लखनऊ-हरदोई रोड,
बालामऊ जिला-हरदोई
पिन-241126

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गोला गोकरणनाथ शाखा,
श्री लक्ष्मी निवास, श्री राम मंदिर के निकट, लखीमपुर रोड,
गोला गोकरणनाथ,
जिला- लखीमपुर, पिन-262802

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ओल्ड, सीतापुर शाखा
251-ए, सीटी स्टेशन रोड़,
कॉट ओल्ड सीतापुर, पिन-262802

213. बैंक ऑफ बड़ौदा,
फतेहपुर शाखा,
मोह बाजार, मुंशीगंज, फतेहपुर
जिला- बाराबंकी,
पिन-225305

214. बैंक ऑफ बड़ौदा,
भिटरिया शाखा,
पेट्रोल पंप के निकट, भिटरिया,
जिला- बाराबंकी
पिन-225409

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रानीगंज शाखा,
रानीगंज जिला-प्रतापगढ़ उ.प्र.,
पिन-230304

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करछना शाखा,
करछना जिला-प्रतापगढ़ उ.प्र.,
पिन-212301

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सिराथू शाखा,
धाता रोड़ सिराथू, जिला कौशाम्बी,
उ.प्र.212217

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जार्ज टाउन शाखा
68/6सी/1सी, सीवाई चिंतामणि रोड,
जार्ज टाउन, जिला-इलाहाबाद,
पिन-211002

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जसरा शाखा,
ग्राम व पोस्ट-जसरा, जिला-इलाहाबाद,
पिन-212107

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मऊ आइमा शाखा,
टाउन,एरिया, मऊअइमा, इलाहाबाद,
पिन-212501

221. बैंक ऑफ बड़ौदा,
विकास नगर शाखा,
जिला-देहरादून
उत्तराखंड, पिन-248001

222. बैंक ऑफ बड़ौदा,
झूंसी शाखा-9/102,
आवास विकास कालोनी,
योजना-3, झूंसी, इलाहाबाद-211205

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फाफामउ शाखा,
56/15, ए/2, श्री गंगा कॉम्पलेक्स
फाफामउ, तहसील-सोंराव, इलाहाबाद
पिन-211013

224. बैंक ऑफ बड़ौदा,
फैजाबाद रोड, शाखा
173, बा सहोदापुर(पश्चिम), प्रतापगढ़ उ.प्र.-230001

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कोरांव शाखा,
ग्राम व पोस्ट-कोरांव, जिला-इलाहाबाद,
पिन-212306

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सहसों शाखा,
ग्राम व पोस्ट-सहसों, जिला-इलाहाबाद,
पिन-221507

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मामा भांजा का तालाब शाखा,
ग्राम-मामा भांजा का तालाब,
पोस्ट-नैनी, इलाहाबाद-211008

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ममफोर्डगंज शाखा,
268ए, स्टेनली रोड, ममफोर्डगंज इलाहाबाद
पिन-211002

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पडीला महादेव शाखा,
ग्राम-पडीला, मौजा-जेटवारडीह, परगना व तहसील-सोरांव
जिला-इलाहाबाद, उ. प्र. 212502

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राजरूपपुर शाखा-683, राजरूपपुर इलाहाबाद, उ. प्र.
पिन-211011

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तेलियरगंज शाखा,
बी-6, आजाद मार्केट, तेलियरगंज इलाहाबाद, उ. प्र.
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न्यू नासिक कलवण रोड,
दिंडोरी जि. नासिक-422202, महाराष्ट्र

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लक्ष्मी बिल्डींग, मेन रोड,
उस्मानाबाद-413501, महाराष्ट्र

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क्षेत्रीय कार्यालय, प्लॉट नं. 120, एन 3 सिडको,
औरंगाबाद-431005, महाराष्ट्र

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प्लॉट नं. 104, सीटीएस नं. 16035,
टेलीफोन ऑफिस के पीछे, सहकार नगर,
औरंगाबाद-431005, महाराष्ट्र

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टाईम स्क्वेअर कॉम्प्लेक्स, तल मंजिल,
द्वारका सर्कल के पास, मुंबई आगरा हाइवे,
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मधुगन्धा कॉम्प्लेक्स,
त्रिम्बकदास पटेल नगर,
देवी मंदिर के पास ,
पैठण-431107, जि. औरंगाबाद, महाराष्ट्र

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गंगापुर शाखा,
पोलीस क्वार्टर्स के सामने,
लासुर नाका, गंगापुर-431109-महाराष्ट्र

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पो. साकुरी, ता. राहता-423107,
जि. अहमदनगर, महाराष्ट्र

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ई -वार्ड, रुईकट कॉलोनी,
कोल्हापुर-416005,
महाराष्ट्र

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रंगारूल फाटा, कोल्हापुर-416204,
महाराष्ट्र

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सी.एस. नं 2082, प्लॉट नं 51 जयसिंगराव पार्क,
कागल-416216, महाराष्ट्र

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अनिकेत शॉपिंग सेंटर, खेड दापोली रोड, रत्नागिरी,
खेड-415709, महाराष्ट्र

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एफ-119, भवानी प्लेस,
गवर्नमेंट रेस्ट हाउस के बाजू में , सलाईवाडा,
सावंतवाडी-416510, महाराष्ट्र

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अफोन्सो रेसिडेन्सी, तल मंजिल,
शॉप नं-456, सेंट क्रूझ मेन रोड, तालीगांव 403002,
महाराष्ट्र

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साईंकृपा हाउस, नं. 1256, तल मंजिल,
तिलकपथ, गडहिंग्लज-416502,
महाराष्ट्र

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सांयतारा कॉम्प्लेक्स, इ वार्ड, विवेकानंद कॉलेज के नजदीक,
कोल्हापुर-461003, महाराष्ट्र

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हत्तरगी कॉम्प्लेक्स, बाजार पेठ, मुख्य रस्ता,
गारगोटी जिला कोल्हापूर-461209, महाराष्ट्र

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प्लॉट नं. 6, 7 श्याम नगर, मनीष नगर,
बंलतरोडी रोड, नागपुर-440015, महाराष्ट्र

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प्रथमेश राजा प्लॉट नं. 201/ए उंटखाना चौक मेन रोड,
मेडिकल चौक, नागपुर-440 009, महाराष्ट्र

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शॉप नं. 5, 6, 7, 8 अप्पर ग्राउंड प्लोअर, पारस प्लाझा 2,
रिशद वाशिम महामार्ग,
वाशिम-444505, महाराष्ट्र

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प्लॉट नं. 260, नारा रिंग रोड बीपीएल पंप के नजदीक,
जरीपटका-440014, महाराष्ट्र

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प्लॉट नं. 1153, हुडकेश्वर चौक के नजदीक,
गणराज हॉल रिंग रोड, मानेवाडा,
नागपुर-440023, महाराष्ट्र

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रजत आर्केड, प्लॉट नं. 51, एमआईडीसी वाडी टी पॉइंट,
नागपुर-440023, महाराष्ट्र

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बल्लारपुर पेपर इंडस्ट्रीज,
जिला चंद्रपुर-442701, महाराष्ट्र

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प्लॉट नं. 177, त्रिमुर्ति नगर, रिंगरोड,
नागपुर-440025, महाराष्ट्र

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इंदिरा मार्केट रोड, वर्धा-442001,
महाराष्ट्र

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कन्नमवार चौक, विरानी टॉकिज रोड,
वणी-445 304 जिला यवतमाल,
महाराष्ट्र

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शॉप नं. ई 1, 2, 3, एफ 1, 2, 3 नगर परिषद भवन,
मुख्य मार्ग, वरूड अमरावती-444906, महाराष्ट्र

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राजीव गांधी चौक, टाकिया वरद,
तुमसर महामार्ग, भंडारा-441904, महाराष्ट्र

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परतवाडा-444805, महाराष्ट्र

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प्लॉट नं. 13, रघुवीर सोसायटी, साईनगर,
मेन रोड अमरावती-444701, महाराष्ट्र

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प्लॉट नं. 22, वॉर्ड नं. 8 मेन रोड, ठाकरे चौक,
देवली-442401 जिला वर्धा, महाराष्ट्र

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प्लॉट नं. 52, सुयोग नगर, नरेंद्र नगर,
रिंग रोड, नागपुर-440022, महाराष्ट्र

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मेडी पॉइंट के सामने औंध पुणे,
411 007, महाराष्ट्र

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कचरे क्लासिक सी टी एस 1081 स नं 18/ए/1ए/1/1/1,
एरंडवणे, पुणे-411029, महाराष्ट्र

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स नं. 38 धनकवडी, पुणे सातारा रोड,
पुणे-411043, महाराष्ट्र

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स न 1690 पुणे नासिक रोड, भोसरी,
पुणे-411039, महाराष्ट्र

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मलद ता बारामती जि. पुणे-413 102,
महाराष्ट्र

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पुणे-411006, महाराष्ट्र

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कोणार्क इंद्रायू 114-117 कोणार्कपुरम के नजदीक,
कोंढवा-411045, महाराष्ट्र

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मनाली अपार्टमेंट, डहाणूकर कॉलनी कोथरूड-
411038, महाराष्ट्र

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सणस प्लाझा ए 10 सॅमसन नगर तलेगांव,
दाभाडे-410587, महाराष्ट्र

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नैशनल पेट्रो के बाजूमें, पुणू सोलापुर रोड,
भिगवण-413132, महाराष्ट्र

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रिद्धी सिद्धी अपार्टमेंट्स, 120 ए बी,
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व्हिनस गार्डन, प्लॉट नं. 14/1, 6, 7, 8, खराडी,
पुणे-411014, महाराष्ट्र

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शॉप नं. 2, स.न. 90, लक्ष्य दीप पैलेस, ए विंग,
पिंपले सौदागर, पुणे-411027, महाराष्ट्र

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कुदले साई समृद्धी, स.नं. 39/1,
सिंहगड रोड, माणिक बाग,
पुणे-411051, महाराष्ट्र

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1171 ब्राहमणशाही, सिव्हिल हॉस्पीटल के नजदीक,
वाई, सातारा-412803, महाराष्ट्र

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अंबिका नगर, देवी मंदीर के सामने,
पुणे सोलापूर महामार्ग,
इंदापूर-413106, महाराष्ट्र

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रविवार पेठ, छत्रपती शिवाजी महाराज पुतले के नजदीक,
फलटण, जिला : सातारा-415523,
महाराष्ट्र

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भारत शिक्षण प्रसारक मंडल,
बार्शी सोलापूर रोड, नॉर्थ सोलापुर,
बड़ाला-413222, महाराष्ट्र

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4139, द्राणे गली, प्रसन्नदत्त मार्ग, बर्शी,
जिला सोलापुर-413401, महाराष्ट्र

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शॉप नं. 3, 4, 5, 6, बुएना व्हिस्टा,
प्लॉट नं. 58, विमाननगर,
पुणे-411014, महाराष्ट्र

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सेक्टर 59, मोहाली शाखा, एससीएफ 53,
फेस 5, सेक्टर 59, एसएएस नगर,
मोहाली, पंजाब-160059

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धुरी शाखा, धुरी पिंड रोड,
बीडीओ ऑफिस के पास, धुरी,
पंजाब-148024

287. बैंक ऑफ बड़ौदा,
माहिलपुर शाखा, बस स्टैंड के पास,
माहिलपुर, डिस्ट्रिक्ट : होशियारपुर,
पंजाब-146105

288. बैंक ऑफ बड़ौदा,
कोटकापुर शाखा, मेन मोगा रोड,
कोटकापुर बस स्टैंड के पास, कोटकापुरा,
डिस्ट्रिक्ट : फरीदकोट, पंजाब-151204

289. बैंक ऑफ बड़ौदा,
मनसा शाखा, गौशाला, मार्किट,
गौशाला रोड, मनसा, पंजाब-151505

290. बैंक ऑफ बड़ौदा,
मुकेरियन शाखा, वार्ड नं. 1,
आदर्श नगर, मुकेरियन, डिस्ट्रिक्ट : होशियारपुर,
मुकेरी, पंजाब-144211

291. बैंक ऑफ बड़ौदा,
मुक्तसर शाखा, न्यू ग्रेन मार्किट,
मुक्तसर, पंजाब-152026

292. बैंक ऑफ बड़ौदा,
रोपड़ शाखा, एससीओ 32, बेन्ट सिंह,
अमन नगर, बेला रोड, रूप नगर,
रोपड़, पंजाब-140001

293. बैंक ऑफ बड़ौदा,
सुन्दर नगर लुधियाना शाखा, 70, फीट मेन रोड,
सुन्दर नगर, लुधियाना-141007, पंजाब

294. बैंक ऑफ बड़ौदा,
टांडा शाखा, वार्ड नं. 7, शिमला पहाड़ी रोड के पास,
टांडा उरमार, डिस्ट्रिक्ट : होशियारपुर,
पंजाब-144203

295. बैंक ऑफ बड़ौदा,
एआरएमबी शाखा, एससीओ 62/63,
तृतीय तल, सैक्टर 17बी, बैंक स्क्वेयर,
चंडीगढ़-160017

296. बैंक ऑफ बड़ौदा,
सैंट माजरा शाखा,
एससीएफ 29, शिवालिक सिटी, सैक्टर 127,
सैंट माजरा, मोहाली,
पंजाब-140307

297. बैंक ऑफ बड़ौदा,
धोलेता शाखा, V एवं पीओ धोलेता,
ब्लॉक फिल्लौर, पंजाब-144418

298. बैंक ऑफ बड़ौदा,
गंधरन शाखा, V एवं पीओ गंधरन,
ब्लॉक शाहकोट, पंजाब-144040

299. बैंक ऑफ बड़ौदा,
माधपुर शाखा, V एवं पीओ माधपुर,
ब्लॉक समराला, डिस्ट्रिक्ट : लुधियाना,
पंजाब 141114

300. बैंक ऑफ बड़ौदा,
मोरिंडा शाखा, 599, सुगर मिल,
मोरिंडा, डिस्ट्रिक्ट : रूप नगर,
पंजाब 140101

301. बैंक ऑफ बड़ौदा,
पंजाब व जम्मू कश्मीर क्षेत्र, प्रथम तल,
24, विजय नगर, फुटबाल चौक,
जालंधर 144001, पंजाब

302. बैंक ऑफ बड़ौदा,
सीबीडी बेलापुर शाखा, सीसीआई,
तल मंजिल, प्लॉट नं. 3ए, सेक्टर 10,
सीबीडी बेलापुर, नवी मुंबई-400614,
महाराष्ट्र

303. बैंक ऑफ बड़ौदा,
तिसगांव नाका शाखा, बालाजी अपार्टमेंट,
बालाजी अपार्टमेंट, पूना लिंक रोड,
कल्याण पूर्व 421 306, महाराष्ट्र

304. बैंक ऑफ बड़ौदा,
उल्हासनगर सेक्टर 4 शाखा,
महोदय डिपार्टमेंट स्टोर्स, पहली मंजिल,
क्रीनस सिनेमा के पास,
उल्हासनगर 421 004, जिल. ठाणे महाराष्ट्र

305. बैंक ऑफ बड़ौदा,
डोंबिवली (प) शाखा, स्वामी विवेकानंद स्कूल के पास,
दीनदयाल क्रॉस रोड,
डोंबिवली (प) 421 202, महाराष्ट्र

306. बैंक ऑफ बड़ौदा,
एनआरआई शाखा, तीसरी मंजिल,
बैंक ऑफ बड़ोदा बिल्डिंग, 10/12,
मुंबई समाचार मार्ग, फोर्ट,
मुंबई 400 023, महाराष्ट्र

307. बैंक ऑफ बड़ौदा,
पर्सनल बैंकिंग (पीबीबी) शाखा, 10/12,
मुंबई समाचार मार्ग, फोर्ट,
मुंबई-400 023, महाराष्ट्र

308. बैंक ऑफ बड़ौदा,
बान्द्रा कुर्ला कॉम्प्लेक्स शाखा, सी-26,
जी ब्लॉक, बान्द्रा कुर्ला कॉम्प्लेक्स,
बान्द्रा (पूर्व), मुंबई-400 051, महाराष्ट्र

309. बैंक ऑफ बड़ौदा,
सीएफएस बैलार्ड पियर शाखा,
पहली मंजिल, वालचंद हीराचंद मार्ग,
बैलार्ड पियर, मुंबई-400001, महाराष्ट्र

310. बैंक ऑफ बड़ौदा,
सीएफएस फोर्ट शाखा, चौथी मंजिल,
बैंक ऑफ बड़ौदा बिल्डिंग, 10/12,
मुंबई समाचार मार्ग, फोर्ट,
मुंबई-400 023, महाराष्ट्र

311. बैंक ऑफ बड़ौदा,
खारघर शाखा, शॉप नं. 8, 9, 10, 11, 12,
श्री बालाजी कृपा को ऑप सोसायटी,
सेक्शन 20, प्लॉट नं. 194, खारघर,
नवी मुंबई-410 210, महाराष्ट्र

312. बैंक ऑफ बड़ौदा,
मीरा रोड शाखा, लॉर्ड प्लाजा, पहली मंजिल,
रसाज मल्टीप्लेक्स, मीरा रोड, (पूर्व)
जि. ठाणे-401 107, महाराष्ट्र

313. बैंक ऑफ बड़ौदा,
ठाकुर विलेज शाखा, शॉप 20/21/22/23,
तल मंजिल, कृष्ण वसंत सागर ठाकुर विलेज,
कांदिवली (पूर्व), मुंबई 400 101, महाराष्ट्र

314. बैंक ऑफ बड़ौदा,
माईड स्पेस शाखा, 2/3 केंप प्लाजा,
चिंचोली बंदर, मालाड (प),
मुंबई-400 064, महाराष्ट्र

315. बैंक ऑफ बड़ौदा,
भाईंदर (प) शाखा कैलाश दर्शन, पहली मंजिल,
गीता नगर, पाठक रोड, भाईंदर (प),
जि. ठाणे-401 101, महाराष्ट्र

316. बैंक ऑफ बड़ौदा,
नालासोपारा शाखा, 41 समयपाडा,
नालासोपारा (प), जि. ठाणे, महाराष्ट्र

317. बैंक ऑफ बड़ौदा,
ऐरोली शाखा, शॉप नं. 1 से 4, तल मंजिल,
यश रेसिडेन्सी, प्लॉट नं. 6, सेक्टर-6,
नवी मुंबई-400 708, महाराष्ट्र

318. बैंक ऑफ बड़ौदा,
जोगेश्वरी (प), शाखा एस वी रोड,
जोगेश्वरी (प), मुंबई-400 102,
महाराष्ट्र

319. बैंक ऑफ बड़ौदा,
कोपरखैराणे शाखा, कृष्ण टॉवर,
प्लॉट नं. 17, सेक्टर-14, कोपरखैराणे,
नवी मुंबई, महाराष्ट्र

320. बैंक ऑफ बड़ौदा,
बदलापुर शाखा, सिद्धिविनायक अपार्टमेंट,
स्टेशन रोड, कुलगांव, बदलापुर (पूर्व)-421 504,
महाराष्ट्र

321. बैंक ऑफ बड़ौदा,
सानपाडा शाखा, शॉप नं. 5 से 8,
धारा कॉम्प्लेक्स, प्लॉट नं. 3 और 4,
सेक्टर-44 ए, सीवुड (प), नवी मुंबई-400 706,
महाराष्ट्र

322. बैंक ऑफ बड़ौदा,
विरार (प) शाखा, तल मंजिल, शॉप नं. 3/11,
सुयश बिल्डिंग, सरस्वती बाग, विवा कॉलेज रोड,
विरार (प), जि. ठाणे-401 303, महाराष्ट्र

323. बैंक ऑफ बड़ौदा,
वसई (प) शाखा, पहली मंजिल, अनिता चेंबर,
गुरुवारा अंबाडी रोड, वसई (प),
जिल. ठाणे-401 202, महाराष्ट्र

324. बैंक ऑफ बड़ौदा,
सीवुड शाखा, शॉप नं. 5 से 8,
धारा कॉम्प्लेक्स, प्लॉट नं. 3 और 4,
सेक्टर 44ए, सीवुड (प),
नवी मुंबई-400 706, महाराष्ट्र

325. बैंक ऑफ बड़ौदा,
उथलसर नाका शाखा, पुष्पमंगल कॉम्प्लेक्स,
बिल्डिंग नं. 1, एलबीएस मार्ग, उथलसर नाका,
ठाणे (प)-400 601, महाराष्ट

326. बैंक ऑफ बड़ौदा,
सेन्ट्रल एवेन्यू, पवई शाखा,
फ्लैट नं. 1, ए-4 से ए-6 सी वाय प्रेस को-ऑप
हाउ. सोसायटी लि., हीरानंदानी गार्डन, पवई,
मुंबई-400 076, महाराष्ट्र

327. बैंक ऑफ बड़ौदा,
लोखंडवाला शाखा, रॉयल एकॉर्ड 4,
तल और पहली मंजिल, 120 फीट रोड,
बी डी मार्ग, लोखंडवाला कॉम्प्लेक्स,
अंधेरी (प), मुंबई-400 053, महाराष्ट्र

328. बैंक ऑफ बड़ौदा,
अलिबाग शाखा, 301, कृष्ण महाल बिल्डिंग,
महेश टॉकीज के पास, बिग स्प्लैश हॉटेल के सामने,
चेंधारे, अलिबाग-402 201, महाराष्ट्र

329. बैंक ऑफ बड़ौदा,
महावीर नगर शाखा, संजय दाणी बिल्डिंग,
दत्त मंदिर के आगे, डहाणूकर वाडी,
कांदिवली (प), मुंबई-400 067,
महाराष्ट्र

330. बैंक ऑफ बड़ौदा,
बल्लभबाग लेन शाखा, शॉप नं. 4, 5 व 6,
स्किफल बिल्डिंग नं. 143, घाटकोपर (पूर्व),
मुम्बई-400 077, महाराष्ट्र

331. बैंक ऑफ बड़ौदा,
भिवंडी शाखा, शॉप नं. 11, 12 व 13,
सुमेरिया इलेक्ट्रॉनिक्स,
गिरिराज बालाजी बॅक्वेट हॉल, अंजुर फाटा,
भिवंडी, जि. ठाणे-421 308, महाराष्ट्र

332. बैंक ऑफ बड़ौदा,
कर्जत शाखा, श्री छत्रपति यावाजी महाराज मंडल,
शिवाजी चौक, बाजार पेठ के पास, कर्जत,
जि. रायगढ़-410 201, महाराष्ट्र

333. बैंक ऑफ बड़ौदा,
निलजे शाखा, शॉप नं. 1, 2 व 3,
शकुंतला रेसिडेन्सी, लोढा हेवन, डोंबिवली कल्याण शील
फाटा, निलजे-421 204, महाराष्ट्र

334. बैंक ऑफ बड़ौदा,
नेरूल (पूर्व) शाखा, शॉप नं. 4, 5, 6 ए व बी,
सेंच्युरियन ऑफिस एन्ड शॉपिंग सेंटर,
प्लॉट 88-91, सेक्टर 19-ए, नेरूल (पूर्व),
नवी मुंबई-400 706, महाराष्ट्र

335. बैंक ऑफ बड़ौदा,
गोराई शाखा, बंगलो प्लॉट नं. 155/160,
गोराई शिंपोली रोड, गोराई,
बोरीवली (प), मुंबई-400 091,
महाराष्ट्र

336. बैंक ऑफ बड़ौदा,
सुंदरनगर शाखा, तल मंजिल,
राजस्थान सम्मेलन एज्युकेशन ट्रस्ट,
न्यू एज्युकेशन कंपाउंड, एस वी रोड,
गोरेगाव (प), मुम्बई-400 064, महाराष्ट्र

337. बैंक ऑफ बड़ौदा,
खडकपाडा शाखा, 3, नीरज पार्क,
मोहन प्राइड के पास, खडकपाडा चौक,
कल्याण (प)-421 301, महाराष्ट्र

338. बैंक ऑफ बड़ौदा,
बोईसर (प) शाखा, 101 से 106, पहली मंजिल,
ओसवाल एम्पायर बिल्डिंग 'जी', महावीर मार्केट,
बोईसर तारापूर रोड, बोईसर (प)-401 501
एजि. ठाणे, महाराष्ट्र

339. बैंक ऑफ बड़ौदा,
विजयनगरी शाखा, शॉप नं. 13 से 18,
ग्रीन एकड फेज 1, विजयनगरी हाउसिंग कॉम्प्लेक्स के पास,
बाघबील, कावेसर, घोडबंदर रोड,
ठाणे (प)-400 615, महाराष्ट्र

340. बैंक ऑफ बड़ौदा,
मुलुंड पूर्व शाखा, शॉप नं. 1 और 2,
विनायक ब्लेसिंग्ज, 90 फीट रोड,
मुलुंड पूर्व, मुम्बई-400 081, महाराष्ट्र

341. बैंक ऑफ बड़ौदा,
मांडा टिटवाला शाखा, शॉप नं. 7 से 9,
श्रीराम प्लाजा, गणेश मंदिर रोड, टिटवाला (पूर्व),
ता. कल्याण, जि. ठाणे-421 605, महाराष्ट्र

342. बैंक ऑफ बड़ौदा,
उल्हासनगर-5 शाखा, साई प्लाजा,
भगवान अस्पताल के सामने, पुराना बस स्टॉप,
सेक्टर 5, अल्हासनगर-421 005, महाराष्ट्र

343. बैंक ऑफ बड़ौदा,
वाशिंद शाखा, दूर्वांकुर,
बीएसएनएल टेलीफोन ऑफिस के सामने, श्री रामनगर,
तालुका-शहापूर-421604, महाराष्ट्र

344. बैंक ऑफ बड़ौदा,
फ्लावर वैली शाखा, जेडजी 04,
फ्लावर वैली कॉम्प्लेक्स,
ज्युपिटर हास्पिटल के सामने,
अपोलो फार्मसी के पास,
ईस्टर्न एक्स्प्रेस हाइवे,
ठाणे (प)-400 601, महाराष्ट्र

345. बैंक ऑफ बड़ौदा,
नालासोपारा (पूर्व) शाखा, करण ए,
शॉप नं. 1 से 6, मजीठिया पार्क,
गाला नगर, नालासोपारा (पूर्व),
जि. ठाणे-401 203, महाराष्ट्र

346. बैंक ऑफ बड़ौदा,
कौसा मुंब्रा शाखा, 5 और 6,
दोस्त अपार्टमेंट, पुराना मुंबई पुणे रोड,
कौसा, जि. ठाणे-400 612,
महाराष्ट्र

347. बैंक ऑफ बड़ौदा,
मेमनवाडा शाखा, बैंक ऑफ बड़ौदा बिल्डिंग,
93, मेमनवाडा रोड, मिनारा मस्जिद के पास,
मुंबई-400 035, महाराष्ट्र

348. बैंक ऑफ बड़ौदा,
मिनारा मस्जिद शाखा, 38, मोहम्मदअली रोड,
अल-हज जकारिया अगाडी चौक,
मुंबई-400 003, महाराष्ट्र

349. बैंक ऑफ बड़ौदा,
मोरलैंड रोड शाखा, गुलमर्ग अपार्टमेंट,
वाईएमसीए, मुंबई सेंट्रल,
मुंबई-400 008, महाराष्ट्र

350. बैंक ऑफ बड़ौदा,
मुस्तफा बाजार शाखा, संत सावता मार्ग,
भायखला (पूर्व), मुंबई-400 010, महाराष्ट्र

351. बैंक ऑफ बड़ौदा,
माहिम शाखा, 80, एल जे रोड,
माहिम पश्चिम, मुंबई 400 016, महाराष्ट्र

352. बैंक ऑफ बड़ौदा,
शिवडी शाखा, यूनिट नं. 9,
रीगल उद्योग भवन, ए डी मार्ग,
शिवडी, मुंबई-400 015, महाराष्ट्र

353. बैंक ऑफ बड़ौदा,
नल बाजार शाखा, शॉप नं. 29,
कोलंबो स्टोर्स के बाद, अस्कॉईन रोड,
नल बाजार, मुंबई 400 003, महाराष्ट्र

354. बैंक ऑफ बड़ौदा,
ओशिवरा लिंक रोड शाखा, शॉप नं. 2,
नूर महल, फारुख हायस्कूल के सामने,
एस वी रोड, जोगेश्वरी (प) मुंबई 400 102,
महाराष्ट्र

355. बैंक ऑफ बड़ौदा,
सात बंगला, वरसोवा शाखा, गोल्ड क्राउन,
जे पी रोड, सात बंगला, पिकनिक कॉटेज,
अंधेरी (प), मुंबई 400 061, महाराष्ट्र

356. बैंक ऑफ बड़ौदा,
पाली रोड शाखा, काकड अपार्टमेंट,
पाली रोड, बान्द्रा (प),
मुंबई-400 055, महाराष्ट्र

357. बैंक ऑफ बड़ौदा,
वाकोला शाखा, श्री कैलाश को. ऑप. हा.सो.लि. नेहरु रोड,
वाकोला ब्रिज, वाकोला, सांताक्रूज पूर्व,
मुंबई-400 055, महाराष्ट्र

358. बैंक ऑफ बड़ौदा,
साईनाथ रोड शाखा, 18, पटेल शॉपिंग सेंटर,
सबवे के पास, साईनाथ रोड,
मालाड (प), मुंबई-400 064, महाराष्ट्र

359. बैंक ऑफ बड़ौदा,
एल बी एस मार्ग, कुर्ला शाखा, 5, सोलंकी अपार्टमेंट,
एल बी एस मार्ग, कुर्ला (प),
मुंबई-400 070, महाराष्ट्र

360. बैंक ऑफ बड़ौदा,
कांजूर मार्ग शाखा, सीएसटी नं. 115,
बी/1, शॉप एनएलबीएस मार्ग,
रेलवे स्टेशन के पास, कांजूर मार्ग (प),
मुंबई-400 028, महाराष्ट्र

361. बैंक ऑफ बड़ौदा,
मानापाडा शाखा, आई बंगलो,
स्आर कॉलोनी के पास, मानपाडा रोड,
डोंबिवली (पूर्व), जि. ठाणे-421 204, महाराष्ट्र

362. बैंक ऑफ बड़ौदा,
इंडियन ऑइल नगर शाखा, शॉप नं. 1 से 8,
रुबिन बिल्डिंग नं. 9, प्रेमसागर को. ऑप. हा. सो.,
मानखुर्द गोवंडी लिंक रोड, इंडियन ऑइल नगर, गोवंडी,
मुंबई-400 043, महाराष्ट्र

363. बैंक ऑफ बड़ौदा,
रबाले शाखा, पी/51/5, टीटीसी इंडस्ट्रियल एरिया,
रबाले एमआईडीसी, भूषण होटल के पास,
नवी मुंबई-400 701, महाराष्ट्र

364. बैंक ऑफ बड़ौदा,
अंबरनाथ शाखा, प्लॉट नं. 45,
टी ए बिल्डिंग, स्टेशन रोड,
अंबरनाथ (पश्चिम)-421 501, महाराष्ट्र

365. बैंक ऑफ बड़ौदा,
नेरल शाखा, जुना बाजारपेठ,
राममंदिर के पास, नेरल, ता. कर्जत.
जि. रायगड़-410 101, महाराष्ट्र

366. बैंक ऑफ बड़ौदा,
अंधेरी (पूर्व) शाखा, उमाजी हाउस, तल मंजिल,
तेली पार्क रोड, अंधेरी (पूर्व),
मुंबई-400 609, महाराष्ट्र

367. बैंक ऑफ बड़ौदा,
दयादरा शाखा, मस्जिद बिल्डिंग के पास,
मैन रोड, दयादरा जिला : भरुच

368. बैंक ऑफ बड़ौदा,
अलियाबाडा शाखा, बैंक ऑफ बड़ौदा बिल्डिंग,
बस स्टैंड रोड, बस स्टैंड के पास,
अलियाबाडा, जिला : जामनगर

369. बैंक ऑफ बड़ौदा,
भेसान शाखा, भेंसालि, वाया वाग्रा,
गांव भेंसाली, जिला भरुच

370. बैंक ऑफ बड़ौदा,
देसलपर शाखा, बैंक ऑफ बड़ौदा बिल्डिंग,
बस स्टैंड रोड, बस स्टैंड के पास,
देसलपर, जिला : भुज

371. बैंक ऑफ बड़ौदा,
हांसोट शाखा, साई कॉम्प्लेक्स,
रिलायंस पेट्रोल पंप के पास,
अंकलेश्वर रोड, हांसोट जिला : भरुच

372. बैंक ऑफ बड़ौदा,
निझामपुरा शाखा, 2, 3, ए, सहयोग कॉम्प्लेक्स,
निझामपुर, कमलकुंज सोसायटी,
फतेगंज, जिला : बड़ौदा

373. बैंक ऑफ बड़ौदा,
कामरेज चार रस्ता शाखा, गांव नवागाम,
तालुका-कामरेज, जिला : सूरत

374. बैंक ऑफ बड़ौदा,
परिवार चार रस्ता शाखा, वासु एस्टेट बिल्डिंग,
अंबे पेट्रोल पंप के पास, परिवार चार रस्ता,
डभोड़ वाघोडीया रिंग रोड, जिला : बड़ौदा

375. बैंक ऑफ बड़ौदा,
दरबार चोकडी शाखा,
ओमकार रेसिडेंसी,
सन सिटी रोड माजलपुर,
बड़ौदा, गुजरात

376. बैंक ऑफ बड़ौदा,
भेंसाली शाखा,
भेंसाली, वाग्रा, गांव भेंसाली, भरुच,
गुजरात

377. बैंक ऑफ बड़ौदा,
पिज शाखा, सी.टी. पटेल महिला उत्कर्ष केंद्र द्वारा,
पिज केलवणि मंडल, पिज, नडियाद,
जिला : खेडा

378. बैंक ऑफ बड़ौदा,
टंकारा शाखा, सदगुरु मार्केट, प्रथम तल,
शॉप नं. 1 से 4 , जबलपुर टंकारा क्रास रोड,
राजकोट मोरबि स्टेट हाईवे, टंकारा,
राजकोट, गुजरात

379. बैंक ऑफ बड़ौदा,
बोटाद शाखा, मेघाणी चेम्बर्स, प्रथम तल,
शॉप नं. 9 से 17, पडियाद रोड,
हवेली चौक, बोटद, जिला : भावनगर

380. बैंक ऑफ बड़ौदा,
तारापुर शाखा, प्रथम तल,
लक्ष्मी प्लाझा, मही केनाल कॉलोनी के पास,
तारापुर, आणंद

381. बैंक ऑफ बड़ौदा,
सामापुर शाखा, संस्कृति भवन,
नवसारी दान्डी मैन रोड, धुदरिया फलीया सामापुर शाखा,
जि. जल्लपोरे, जि. नवसारी

382. बैंक ऑफ बड़ौदा,
सेवालिया शाखा, लालाजी कॉम्प्लेक्स,
अहमदाबाद इंदोर हाईवे, सेवालिया,
ठासरा, खेडा, गुजरात

383. बैंक ऑफ बड़ौदा,
कलाणा शाखा, तेरा केबल इंडीया (प),
कम्पाउंड टाटा नेनो प्लांट रोड,
चरोडी रेल्वे स्टेशन के सामने, कलाणा

384. बैंक ऑफ बड़ौदा,
भिलोडा शाखा, सहकारी जिन के सामने,
इडर रोड, जिला साबरकांठा

385. बैंक ऑफ बड़ौदा,
आदीपुर शाखा,
प्लॉट नं. 85, भूतल, वॉर्ड नं. 5ए
राम बाग हॉस्पिटल रोड
जिला: कच्छ

386. बैंक ऑफ बड़ौदा,
महुधा शाखा,
नगर सेवा सदन
एट व पोस्ट महुधा, खेडा, गुजरात

387. बैंक ऑफ बड़ौदा,
न्यु राणीप शाखा,
15-18 भूतल, श्लोक रेसिडंसी
आलोक रेसिडंसी के सामने
80 फुट रिंग रोड, अहमदाबाद

388. बैंक ऑफ बड़ौदा,
घाट लोडिया शाखा,
भूतल, शॉप नं. 65-70
देवनंदन कॉम्पलेक्स, चाणक्यपुरी
ओवर ब्रिज के पास, अहमदाबाद

389. बैंक ऑफ बड़ौदा,
कठवाडा शाखा,
दिव्य मंगल आर्केड,
शॉप नं. 6,7,8,9 एवं शेड 1
दिव्य मंगल कार्पोरेशन, कठवाडा चार रास्ता कठवाडा,
अहमदाबाद

390. बैंक ऑफ बड़ौदा,
आसोज शाखा,
पंचायत बिल्डिंग
सवली रोड, आसोज

391. बैंक ऑफ बड़ौदा,
भाटीया शाखा,
मुख्य बाजार, पोस्ट ऑफिस भाटीया,
जामनगर

392. बैंक ऑफ बड़ौदा,
पुना शाखा,
प्लॉट नं. 12, 13 पुना
पुना कुम्भारिया रोड, सूरत

393. बैंक ऑफ बड़ौदा,
धनेरा शाखा,
बालाजी प्लाझा, धानेरा
बनासकांठा

394. बैंक ऑफ बड़ौदा,
न्यू वी आई पी रोड शाखा,
श्री एवन्यू, न्यू वी आई पी रोड
कारेली बाग

395. बैंक ऑफ बड़ौदा,
चाणसंद शाखा,
पंचायत बिल्डिंग, चाणसद

396. बैंक ऑफ बड़ौदा,
रखोली शाखा,
प्रथम तल, रतन कॉम्प्लेक्स
सायली रोड, जि. सिलवासा
दादर और नगर हवेली

397. बैंक ऑफ बड़ौदा,
विसावदर शाखा,
गथाणी चेरिटेबल ट्रस्ट हॉस्पिटल के सामने
बस स्टेशन रोड, विसावदर शाखा,
विसावदर जिला: जुनागढ़

398. बैंक ऑफ बड़ौदा,
राजुला शाखा,
शिव शक्ति शॉपिंग सेंटर
शॉप नं. 25 से 28
जफराबाद रोड, जिला: अमरेली

399. बैंक ऑफ बड़ौदा,
धारी शाखा,
श्रीनाथजी आर्केड, प्रथम तल
शॉप नं. 16-18, अमरेली रोड
एस टी रोड, धारी जिला: अमरेली

400. बैंक ऑफ बड़ौदा,
गढशीशा शाखा,
पाटीदार वाडी के पास
नवा वास, शेठिया चौक
गढशीशा, कच्छ

401. बैंक ऑफ बड़ौदा,
प्रांतीज शाखा,
भारतीय जीवन बीमा निगम भवन
एप्रोच रोड, प्रांतीज जिला: साबरकांठा

402. बैंक ऑफ बड़ौदा,
हिम्मतनगर शाखा,
मेहतापुरा सर्कल,
विजापुर-हिम्मतनगर रोड
हिम्मतनगर

403. बैंक ऑफ बड़ौदा,
ओड शाखा,
राम कुटीर बंगलो,
ओड अर्बन को-ऑप बैंक लि.
मुख्य बझार, ओड, जिला: आणंद

404. बैंक ऑफ बड़ौदा,
वल्लभ विधानगर रोड शाखा,
डिवाईन डायनींग हॉल के पास
प्रार्थना विहार कॉम्प्लेक्स के पास,
आणंद विधानगर रोड, आणंद

405. बैंक ऑफ बड़ौदा,
अटाली शाखा,
बैंक फलिया, स्थान व पोस्ट अटाली
तालुका: वागरा (गुजरात)

406. बैंक ऑफ बड़ौदा,
वेलफेयर हॉस्पिटल चोकडी शाखा,
प्लॉट नं. 1, अमन पार्क,
दहेज बाय पास रोड
जंबुसर चोकडी, जिला: भरुच

407. बैंक ऑफ बड़ौदा,
कडोदरा चार रस्ता शाखा,
शॉप नं. 8, 9, 10, 11
सतकार कॉम्प्लेक्स, स्थान व डाक कडोदरा,
जिला: सूरत

408. बैंक ऑफ बड़ौदा,
वेसु भरथाना रोड सूरत शाखा,
सोहम स्क्वेर, न्यू वीआईपी रोड,
भरथाना-अलथान रोड, भरथाना,
तेहसिल-चोर्यासी जिला: सूरत

409. बैंक ऑफ बड़ौदा,
हंजर चेंबर सूरत शाखा,
प्रथम तल, हंजर चेम्बर, झांपा बाझार,
सलाबतपुरा, हेड पोस्ट ऑफिस,
तेहसिल-चोर्यासी, जिला; सूरत

410. बैंक ऑफ बड़ौदा,
सलापस रोड शाखा,
अलीफ कॉम्प्लेक्स, सलापस रोड,
रीलिफ सिनेमा के पास
जनरल पोस्ट ऑफिस, अहमदाबाद

411. बैंक ऑफ बड़ौदा,
बाजार चौक, धोराजी शाखा,
जकरिया अघडी होल बिल्डिंग
स्टेशन रोड, बाजार चौक, धोराजी, राजकोट, गुजरात

412. बैंक ऑफ बड़ौदा,
जमियतपुरा शाखा,
इनलेंड ऑफ इंडिया लि. पो.ओ. जमियतपुरा,
खोडियार रेलवे स्टेशन
ता एवं जिला: गांधीनगर

413. बैंक ऑफ बड़ौदा,
अडाडा शाखा, अडाडा
गांव-अडाडा जिला: नवसारी

414. बैंक ऑफ बड़ौदा,
मिड कार्पोरेट शाखा,
दूसरा तल, बैंक ऑफ बड़ौदा टॉवर्स
लॉ गार्डन, एलीसब्रीज, अहमदाबाद

415. बैंक ऑफ बड़ौदा,
भेसान शाखा, स्थान भेसान,
द्वारा रांदेर ता. चोर्यासी,
पोस्ट. भेसान, सूरत

416. बैंक ऑफ बड़ौदा,
लिमडी शाखा,
समृद्ध कॉम्प्लेक्स,
प्रथम तल, ग्रीन चौक
स्टेशन रोड, लुहार वाडी के पास
लिमडी, जिला: सुरेंद्रनगर

417. बैंक ऑफ बड़ौदा,
आंबली शाखा,
बगाईडोल दुध उत्पादक मंडलि लि. रूथान व डाकबगाईडोल,
आंबली तहसिल: गोधरा. जिला पंचमहाल

418. बैंक ऑफ बड़ौदा,
तलाजा शाखा,
फाईव स्टार कॉम्प्लेक्स
प्रथम तल, स्टेशन रोड तलाजा

419. बैंक ऑफ बड़ौदा,
पलानपुर पाटिया शाखा,
जी/2-5, माडर्न शोपी
पालनपुर पाटिया, रान्देर रोड
ता. चोर्यासी, सूरत

420. बैंक ऑफ बड़ौदा,
नारनपुर पसायता शाखा,
स्वामिनारयन टेम्पल (महिलायें)
नारनपुर पसायता

421. बैंक ऑफ बड़ौदा,
कविथा शाखा,
कविथा सेवा सहकारी मंडली बिल्डिंग
पोस्ट कविथा, जिला: भरुच

422. बैंक ऑफ बड़ौदा,
युनिवर्सीटी रोड शाखा,
नक्षत्र कॉम्प्लेक्स एक्स्चेंज
पोस्ट ऑफ युनिवर्सीटी रोड
जिला: राजकोट

423. बैंक ऑफ बड़ौदा,
बेचराजी शाखा,
सुखडिया समाजनी वाडी
आईस फैक्टरी पासे, बेचराजी

424. बैंक ऑफ बड़ौदा,
नेत्रंग शाखा, एस्सार पेट्रोल पंप कंम्पाउड,
जीन बाजार, पो. नेत्रग, जिला: भरुच

425. बैंक ऑफ बड़ौदा,
सारमा शाखा,
इन्दुमति एस्टेट बिल्डिंग
बस स्टैंड के पास,
एट व पीओ सारसा, जिला: आणंद

426. बैंक ऑफ बड़ौदा,
गांत्री रोड शाखा,
1-5, सेनेट स्केयर,
गंगोत्री कॉम्प्लेक्स के सामने
गोत्री रोड, पी.ओ. गोत्री, देव ब्लॉक,
बड़ौदा, जिला: बड़ौदा

427. बैंक ऑफ बड़ौदा,
धंधुका शाखा,
फारुख टॉकिज, लाटो बाजार
धंधुका, जिला: अहमदाबाद पिन-382460

ग क्षेत्र

428. बैंक ऑफ बड़ौदा,
आलुया शाखा, लूर्द सेंटर, सब जेल रोड़,
आलुया, एरणाकुलम जिला,
केरला-683101

429. बैंक ऑफ बड़ौदा,
अडूर शाखा,
संतोष बिल्डिंग, प्रथम तल, एम.सी.रोड़,
अडूर, पत्तनमतिट्टा जिला-691523 (केरल)

430. बैंक ऑफ बड़ौदा,
पनम्पिल्ली नगर शाखा,
28/94 पनम्पिल्ली एवेन्यू, पनम्पिल्ली नगर,
कोच्चि-682036

431. बैंक ऑफ बड़ौदा,
वडक्कनचेरि शाखा,
IV-287-एफ, मन्नारकुडी बिल्डिंग, प्रथम तल, त्रिश्शूर रोड़,
वडक्कनचेरी, पालक्काड़ जिला-678683 (केरल)

432. बैंक ऑफ बड़ौदा,
नोर्थ परूर शाखा,
आर. के.जि. बिल्डिंग, पोटन स्ट्रीट, के.ऐं. के.जंक्शन, नोरत
परूर, एरणाकुलम, जिला -683513 (केरल)

433. बैंक ऑफ बड़ौदा,
कोन्नि शाखा, कुट्टीम कॉम्प्लेक्स,
पोस्ट ऑफिस रोड, कोन्नि,
पत्तनंतिटटा -689691 (केरल)

434. बैंक ऑफ बड़ौदा,
होटल कृष्ण बिल्डिंग, कोर्ट रोड,
मंजेरी-676121

435. बैंक ऑफ बड़ौदा,
समा सेन्टर, जुबिली रोड़, तलश्शेरी,
कन्नूर जिला- 670101

436. बैंक ऑफ बड़ौदा,
ओट्टप्पालम शाखा, प्रथम तल, मोडेण टवेरस, टि.बि. रोड़,
ओट्टपालम-679 101, पालाक्काड जिला, केरलम्

437. बैंक ऑफ बड़ौदा,
काक्कनाड शाखा,
श्री नारायणा सास्कारिका समिति बिल्डिंग,सिविल स्टेशन के
सामने, एरणाकुलम-682030 (केरल)

438. बैंक ऑफ बड़ौदा,
चेंगन्नूर शाखा, परम्बिल बिल्डिंग, एम.सी.रोड़, चेंगन्नूर,
आलप्पुषा जिला-689121

439. बैंक ऑफ बड़ौदा,
कोट्टारक्करा शाखा, वेयर हाउस के सामने, पुलमण पोस्ट
ऑफिस, कोट्टाराक्करा, कोल्लम जिला-691531

440. बैंक ऑफ बड़ौदा,
प्रथम तल, 23/447, व्यापार भवन, कट्टाकायम मार्ग, पाला,
कोट्टयम जिला-686575

441. बैंक ऑफ बड़ौदा,
12/716, एन.एस.एस. करयोगम शॉपिंग कॉम्प्लेक्स,
अष्टमिच्चिरा, जिला-त्रिश्शूर-680731 केरल

442. बैंक ऑफ बड़ौदा,
पत्र पेटिका सं. 335, मंगलम टवेर्स, टाउण बस स्टेण्ड के सामने, पालक्काड-678014

443. बैंक ऑफ बड़ौदा,
पुल्लाषी शाखा, ओलरिक्करा,
जंक्शन, त्रृश्शूर-680912

444. बैंक ऑफ बड़ौदा,
पेरामंगलम,
त्रृश्शूर-680545

445. बैंक ऑफ बड़ौदा,
फोर्ट शाखा,
करिम्पनाल आर्केड, ईस्ट पोर्ट,
तिरुवनन्तपुरम-695023

446. बैंक ऑफ बड़ौदा,
उदमा शाखा,
फोर्टलान्ड, टूरिस्ट बिल्डिंग, मेइन रोड, उदमा, कासरगोड जिला-671319

447. बैंक ऑफ बड़ौदा,
इडत्वा शाखा, आलप्पुषा जिला-689573

448. बैंक ऑफ बड़ौदा,
कांञक्काड, कासरगोड जिला-671315

449. बैंक ऑफ बड़ौदा,
वैटिला शाखा, वेलकेयर अस्पताल के पास, एस.ए.रोड,
वैटिला, एरणाकुलम

450. बैंक ऑफ बड़ौदा,
क्षेत्रीय कार्यालय (उत्तर पूर्वी क्षेत्र) भंगागढ़, गुवाहाटी अंचल, असम

451. बैंक ऑफ बड़ौदा,
एटी रोड शाखा,
विशाल मेगा मार्ट के सामने, गुवाहाटी, असम

452. बैंक ऑफ बड़ौदा,
शिलॉग शाखा,
पुलिस बाजार, शिलॉग, मेघालय

453. बैंक ऑफ बड़ौदा,
जेन नेक्स्ट शाखा,
डी. एन.-14, विष्णु अपार्टमेंट, सेक-5 साल्ट लेक सिटी,
कोलकाता-700091

454. बैंक ऑफ बड़ौदा,
तेघोरिया शाखा,
यमुनोत्री, अपार्टमेंट,
वी.आई.पी.रोड, तेघोरिया

455. बैंक ऑफ बड़ौदा,
सोदपुर शाखा,
स्टेशन रोड, उत्तर 24 परगना सोदपुर जिला

456. बैंक ऑफ बड़ौदा,
केस्टोपुर शाखा,
ब्लॉक ए.सी.-93ए, प्रफुल्य कानन, केस्टोपुर,
कोलकाता-700101

457. बैंक ऑफ बड़ौदा,
गंगटोक शाखा,
एम.जी.मार्ग, गंगटोक-737101 सिक्किम

458. बैंक ऑफ बड़ौदा,
दार्जिलिंग शाखा,
रोबर्टसन रोड, दार्जिलिंग

459. बैंक ऑफ बड़ौदा,
पट्टामुंडई शाखा,
प्रथम तल, मिश्रा ऑटो के ऊपर, ग्रा: बेलताल
पट्टामुंडई (उड़ीसा) 754235

460. बैंक ऑफ बड़ौदा,
सोनपुर शाखा,
प्रथम तल, प्रवास लॉज बिल्डिंग, मेन रोड
सोनपुर (उडीसा) 767017

461. बैंक ऑफ बड़ौदा,
जगतसिंगपुर शाखा,
प्रथम तल, श्रीराम सीमेंट स्टोर के ऊपर
कटक-मछगांव रोड
जगतसिंगपुर (उड़ीसा) 754103

462. बैंक ऑफ बड़ौदा,
छत्रपुर शाखा,
को-ऑपरेटिव बैंक के सामने,
मेन रोड छतरपुर,
जिला: गंजाम (उड़ीसा) 731020

463. बैंक ऑफ बड़ौदा,
कंटाभांजी शाखा,
प्रथम तल, राधे रूक्मिणी कंप्लेक्स अन्नपूर्णा होटल के पास,
कंटाभांजी, जिला: बोलनगीर (उड़ीसा) 767039

464. बैंक ऑफ बड़ौदा,
सुंदरगढ शाखा,
147/04 पी.डब्ल्यू. डी रेस्ट हाउस के सामने
सुंदरनगर मंडी
सुंदरगढ (उड़ीसा) 750002

465. बैंक ऑफ बड़ौदा,
पटनागढ शाखा,
भूतल, कॉलेज रोड
पटनागढ (उड़ीसा) 767025

466. बैंक ऑफ बड़ौदा,
महताब रोड कटक शाखा,
सागर संगम सिनेमा के पास, महताब रोड, कटक
(उड़ीसा) 753012

467 बैंक ऑफ बड़ौदा,
भंजनगर शाखा,
भूतल, होल्डिंग नं 193, वार्ड नं 9, रेड क्रॉस स्ट्रीट, भंजनगर
जिला: गंजाम (उड़ीसा) 761126

468. बैंक ऑफ बड़ौदा,
सी.डी.ए. कटक शाखा,
प्लॉट सं सीएम 2 बी, प्रथम तल, न्यू मार्केट
पुलिस स्टेशन के पास, सी.डी.ए.
कटक (उड़ीसा) 753014

469. बैंक ऑफ बड़ौदा,
फुलबनी शाखा,
फुलबनी, राम मंदिर रोड
हाटपाडा, कंधमाल (उड़ीसा) 762001

470. बैंक ऑफ बड़ौदा,
बारापली शाखा
ब्वायज हाई स्कूल के पास, बारापल्ली
जि: बरगढ (उड़ीसा) 767023

471. बैंक ऑफ बड़ौदा,
रायगदा शाखा,
साई मंदिर रोड, न्यू कॉलनी,
रायगदा (उड़ीसा) 765001

472. बैंक ऑफ बड़ौदा,
देवगढ शाखा,
कारगिल चौक,
जिला : देवगढ (उड़ीसा) 768108

473. बैंक ऑफ बड़ौदा,
करंजिया शाखा,
मानिकचक, करंजिया
जिला- मयूरभंज (उड़ीसा) 757037

474. बैंक ऑफ बड़ौदा,
किसिंगा शाखा,
चिरंजीव टॉकिज के पास, किसिंगा
जिला: कालाहांडी (उड़ीसा)

475. बैंक ऑफ बड़ौदा,
नुआपदा शाखा,
राजापुर, नुआपदा ब्लॉक
नुआपदा (उड़ीसा) 766105

476. बैंक ऑफ बड़ौदा,
गुडियाकेतनी शाखा,
गुडियाकेतनी छक पो: बलराम प्रसाद
ढेंकानाल (उड़ीसा) 759019

477. बैंक ऑफ बड़ौदा,
डुंगरपल्ली शाखा,
ग्रा+पो: डुंगरपल्ली जिला: सुबरनपुर (उड़ीसा)

478. बैंक ऑफ बड़ौदा,
पीडीए कॉलोनी, प्लॉट नं. 122, पिलर्नी
गोवा-403114

479. बैंक ऑफ बड़ौदा,
शेटये प्राईड, तल मंजिल, सोनार पेठ, बिचोलिम
गोवा-403504

480. भारतीय स्टेट बैंक,
क्षेत्रीय व्यवसाय कार्यालय (क्षेत्र-1)
प्रशासनिक कार्यालय भवन 1,
न्यू कैंट रोड
देहरादून-248 001

481. भारतीय स्टेट बैंक,
क्षेत्रीय व्यवसाय कार्यालय (क्षेत्र-2)
प्रशासनिक कार्यालय भवन 1,
न्यू कैंट रोड
देहरादून-248 001

482. भारतीय स्टेट बैंक,
क्षेत्रीय व्यवसाय कार्यालय (क्षेत्र-3)
देवी रोड, कोटद्वार,
कोटद्वार-246 149

483. भारतीय स्टेट बैंक,
क्षेत्रीय व्यवसाय कार्यालय (क्षेत्र-4)
प्रशासनिक कार्यालय भवन 1,
न्यू कैंट रोड देहरादून-248 001

484. भारतीय स्टेट बैंक,
क्षेत्रीय व्यवसाय कार्यालय (क्षेत्र-8)
प्रशासनिक कार्यालय भवन 1, न्यू कैंट रोड
देहरादून-248 001

485. भारतीय स्टेट बैंक,
क्षेत्रीय व्यवसाय कार्यालय (क्षेत्र-9)
प्रशासनिक कार्यालय भवन 1,
न्यू कैंट रोड़
देहरादून-248 001

486. भारतीय स्टेट बैंक,
मुद्रा प्रशासन प्रकोष्ठ 4,
कान्वेन्ट रोड
देहरादून-248 001

487. भारतीय स्टेट बैंक,
तनावग्रस्त आस्तियाँ समाधान शाखा,
91/2, धर्मपुर
देहरादून-248 001

488. भारतीय स्टेट बैंक,
फुटकर आस्ति केंद्रीय प्रक्रिया केंद्र
प्रशासनिक कार्यालय भवन 1,
न्यू कैंट रोड
देहरादून-248 001

489. भारतीय स्टेट बैंक,
लघु एवं मध्यम उद्यम शहरी ऋण केंद्र
4, कान्वेन्ट रोड
देहरादून-248 001

490. भारतीय स्टेट बैंक,
केंद्रीयकृत समाशोधन प्रक्रिया केंद्र
4, कान्वेन्ट रोड
देहरादून-248 001

491. भारतीय स्टेट बैंक,
प्रलेख अभिलेखागार केंद्र
ओमनी बिल्डिंग, टाईटन स्ट्रीट
मोहब्बेवाला
देहरादून-248 001

492. भारतीय स्टेट बैंक,
खुदरा आस्ति लघु एवं मध्यम उद्यम शहरी ऋण केंद्र
-सह- तनावग्रस्त आस्तियाँ समाधान केंद्र
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493. भारतीय स्टेट बैंक,
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आर बी ओ-5 परिसर, कुसुमखेड़ा
हल्द्वानी-263 139

494. भारतीय स्टेट बैंक,
ग्रामीण केंद्रीय प्रक्रिया केंद्र
मुख्य शाखा परिसर, सिविल लाइंस
रूड़की-247 667

495. भारतीय स्टेट बैंक,
ग्रामीण केंद्रीय प्रक्रिया केंद्र
गैस एजेंसी रोड
किच्छा-263 148

496. भारतीय स्टेट बैंक,
ग्रामीण केंद्रीय प्रक्रिया केंद्र
चामुंडा काम्पलैक्स, रामनगर रोड
काशीपुर-244 713

497. भारतीय स्टेट बैंक,
एन आर आई शाखा,
4, कान्वेन्ट रोड
देहरादून- 248 001

498. भारतीय स्टेट बैंक,
नेहरू कॉलोनी शाखा,
सी-24, नेहरू कॉलोनी
देहरादून- 248 001

499. भारतीय स्टेट बैंक,
शिमला बाईपास शाखा,
सेवला कलां, शिमला रोड
देहरादून- 248 017

500. भारतीय स्टेट बैंक,
जी एम एस रोड शाखा,
26/9 विवेक विहार, पॉकेट-3
देहरादून- 248 001

501. भारतीय स्टेट बैंक,
ई सी रोड शाखा,
2, ओल्ड सर्वे रोड
देहरादून-248 001

502. भारतीय स्टेट बैंक,
कनॉट पैलेस शाखा,
37, टैगोर विला, चकराता रोड
देहरादून- 248 001

503. भारतीय स्टेट बैंक,
मसूरी रोड शाखा,
मक्कावाला, डाकघर, भगवंतपुर
देहरादून- 248 009

504. भारतीय स्टेट बैंक,
राजपुर शाखा,
228/1, राजपुर,
देहरादून- 248 009

505. भारतीय स्टेट बैंक,
डी एल रोड शाखा,
1, डी एल रोड
देहरादून- 248 001

506. भारतीय स्टेट बैंक,
नैशविला रोड शाखा,
1, नैशविला रोड
देहरादून- 248 001

507. भारतीय स्टेट बैंक,
नथुआवाला शाखा,
गुज्जरवाला चौक, नथुआवाला
देहरादून- 248 008

508. भारतीय स्टेट बैंक,
हर्रावाला शाखा,
गांव व डाकघर-हर्रावाला
देहरादून- 248 160

509. भारतीय स्टेट बैंक,
कारगी ग्रांट शाखा,
92, कारगी ग्रांट
देहरादून- 248 001

510. भारतीय स्टेट बैंक,
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बिरला पॉवर सोलेशन, ब्लॉक-डोईवाला
देहरादून- 248 140

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511. भारतीय स्टेट बैंक,
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रायवाला, ब्लॉक-डोईवाला,
देहरादून- 249 205

512. भारतीय स्टेट बैंक,
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रायवाला, ब्लॉक-डोईवाला,
देहरादून- 249 205

513. भारतीय स्टेट बैंक,
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ब्लॉक-सहसपुर, डाक-विकासनगर,
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514. भारतीय स्टेट बैंक,
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गांव व डाक-बल्ली (वाया दुग्गडा),
पौड़ी- 246 127

515. भारतीय स्टेट बैंक,
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पौड़ी- 246 189

516. भारतीय स्टेट बैंक,
जी बी पंत इंजीनियरिंग कॉलेज शाखा,
गांव व डाकघर-घुडदौडी,
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517. भारतीय स्टेट बैंक,
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बाह बाजार, देवप्रयाग,
देवप्रयाग- 249 301

518. भारतीय स्टेट बैंक,
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डाक-मैथान तहसील-गैरसेंण,
चमोली 246 486

519. भारतीय स्टेट बैंक,
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डाक सिमली, तहसील- कर्णप्रयाग,
चमोली- 246 474

520. भारतीय स्टेट बैंक,
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नजदीक डिजाइन सेंटर,
काशीपुर- 244 713

521. भारतीय स्टेट बैंक,
खटीमा पीलीभीत रोड शाखा,
डाकघर-खटीमा,
खटीमा- 262 308

522. भारतीय स्टेट बैंक,
धिकुली (रामनगर) शाखा,
डाकघर-रामनगर,
रामनगर- 244 175

523. भारतीय स्टेट बैंक,
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524. भारतीय स्टेट बैंक,
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हल्द्वानी- 263 140

525. भारतीय स्टेट बैंक,
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तहसील रामनगर,
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526. भारतीय स्टेट बैंक,
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हल्द्वानी- 263 139

527. भारतीय स्टेट बैंक,
टेढी पुलिया शाखा,
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हल्द्वानी- 263 139

528. भारतीय स्टेट बैंक,
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रानीखेत रोड़ कोसी,
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529. भारतीय स्टेट बैंक,
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मुख्य मार्ग भिकियासेन,
अल्मोड़ा- 263 667

530. भारतीय स्टेट बैंक,
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डाकघर- लाला बाजार,
अल्मोड़ा- 263 601

531. भारतीय स्टेट बैंक,
पाली गुनदित्या शाखा,
डाकघर-गुनदित्या,
अल्मोड़ा- 263 623

532. भारतीय स्टेट बैंक,
पतंजली योगपीठ संस्थान शाखा,
हरिद्वार रूड़की राजमार्ग,
हरिद्वार- 249 405

533. भारतीय स्टेट बैंक,
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रेलवे रोड लंढौरा,
हरिद्वार-247 664

534. भारतीय स्टेट बैंक,
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गांव व डाकघर इकबालपुर,
हरिद्वार-247 668

535. भारतीय स्टेट बैंक,
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थापली चौरस,
कीर्तिनगर(टिहरी)-249 161

536. भारतीय स्टेट बैंक,
जोशीयारा शाखा,
नजदीक विकास भवन, जोशियारा,
उत्तरकाशी-249 193

537. भारतीय स्टेट बैंक,
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538. भारतीय स्टेट बैंक,
सदर, मेरठ कैंट,
जिला मेरठ-250001

539. भारतीय स्टेट बैंक,
स्पोर्ट्स गुड्स कोम्प्लैक्स,
मेरठ
जिला मेरठ-250005

540. भारतीय स्टेट बैंक,
गढ़ रोड, मेरठ,
जिला मेरठ-250004

541. भारतीय स्टेट बैंक,
आई आई एम टी,
गंगा नगर, मेरठ,
जिला मेरठ-250002

542. भारतीय स्टेट बैंक,
आर सी पी सी, मेरठ,
जिला मेरठ-250002

543. भारतीय स्टेट बैंक,
क्षेत्रीय व्यवसाय कार्यालय, मेरठ,
जिला मेरठ-250002

544. भारतीय स्टेट बैंक,
एस एम ई सी सी,
साबुन गोदाम, जिला मेरठ-250005

545. भारतीय स्टेट बैंक,
सी ए सी, गाजियाबाद,
जिला गाजियाबाद-201001

546. भारतीय स्टेट बैंक,
संजय नगर, गाजियाबाद,
जिला गाजियाबाद-201001

547. भारतीय स्टेट बैंक,
नहरु नगर, गाजियाबाद,
जिला गाजियाबाद-201001

548. भारतीय स्टेट बैंक,
न्यू आर्य नगर, गाजियाबाद,
जिला गाजियाबाद-201001

549. भारतीय स्टेट बैंक,
वैशाली, गाजियाबाद,
जिला गाजियाबाद-201012

550. भारतीय स्टेट बैंक,
लाल कुंआ, गाजियाबाद,
जिला गाजियाबाद-201009

551. भारतीय स्टेट बैंक,
अग्रवाल मंडी,
जिला बागपत-250601

552. भारतीय स्टेट बैंक,
आर सी पी सी हापुड़,
जिला-हापुड़-245101

553. भारतीय स्टेट बैंक,
आर सी पी सी, बडौत,
जिला बागपत-250611

554. भारतीय स्टेट बैंक,
खेकडा,
जिला बागपत-250101

555. भारतीय स्टेट बैंक,
क्षेत्रीय व्यवसाय कार्यालय, गाजियाबाद,
जिला गाजियाबाद-201001

556. भारतीय स्टेट बैंक,
क्रोसिंग रिपब्लिक,
जिला गाजियाबाद-201009

557. भारतीय स्टेट बैंक,
अहिंसा खंड, इंदिरापुरम्,
जिला गाजियाबाद-201012

558. भारतीय स्टेट बैंक,
शाहपुर जट,
जिला हापुड-201206

559. भारतीय स्टेट बैंक,
शास्त्रीनगर,
जिला गाजियाबाद-201002

560. भारतीय स्टेट बैंक,
ऊन,
जिला शामली-247778

561. भारतीय स्टेट बैंक,
मंसूरपुर,
जिला मुज़फ्फरनगर-251203

562. भारतीय स्टेट बैंक,
आर सी पी सी, मुज़फ्फरनगर,
जिला मुज़फ्फरनगर-251001

563. भारतीय स्टेट बैंक,
आर सी पी सी, शामली,
जिला शामली-247776

564. भारतीय स्टेट बैंक,
क्षेत्रीय व्यवसाय कार्यालय, मुज़फ्फरनगर,
जिला मुज़फ्फरनगर-251001

565. भारतीय स्टेट बैंक,
छापर,
जिला मुज़फ्फरनगर-251307

566. भारतीय स्टेट बैंक,
जलालाबाद,
जिला मुज़फ्फरनगर-247772

567. भारतीय स्टेट बैंक,
मुंडेत खादर,
जिला शामली-247778

568. भारतीय स्टेट बैंक,
छुट्मलपुर,
जिला सहारनपुर-247662

569. भारतीय स्टेट बैंक,
ननौता, जिला सहारनपुर-247452

570. भारतीय स्टेट बैंक,
आर सी पी सी, सहारनपुर,
जिला सहारनपुर-247001

571. भारतीय स्टेट बैंक,
क्षेत्रीय व्यवसाय कार्यालय, सहारनपुर,
जिला सहारनपुर-247001

572. भारतीय स्टेट बैंक,
गागलहेडी,
जिला सहारनपुर-247769

573. भारतीय स्टेट बैंक,
ट्रांसपोर्ट नगर, सहारनपुर,
जिला सहारनपुर-247001

574. भारतीय स्टेट बैंक,
जनकपुरी, सहारनपुर,
जिला सहारनपुर-247001

575. भारतीय स्टेट बैंक,
रामदासपुर नांगल,
जिला सहारनपुर-247551

576. भारतीय स्टेट बैंक,
आर सी पी सी देवबंद,
जिला सहारनपुर-247554

577. भारतीय स्टेट बैंक,
सेक्टर-44, नौएडा,
जिला गौतमबुद्ध नगर-201303

578. भारतीय स्टेट बैंक,
सी ए सी, नौएडा,
जिला गौतमबुद्ध नगर-201301

579. भारतीय स्टेट बैंक,
सिकारपुर,
जिला बुलंदशहर-202395

580. भारतीय स्टेट बैंक,
सेक्टर-7, नौएडा,
जिला गौतमबुद्ध नगर-201301

581. भारतीय स्टेट बैंक,
सेक्टर-11, नौएडा,
जिला गौतमबुद्ध नगर-201301

582. भारतीय स्टेट बैंक,
सेक्टर-35, नौएडा,
जिला गौतमबुद्ध नगर-201303

583. भारतीय स्टेट बैंक,
बिसरख जलालपुर,
जिला गौतमबुद्ध नगर-201301

584. भारतीय स्टेट बैंक,
सेक्टर-48, नौएडा,
जिला गौतमबुद्ध नगर-201303

585. भारतीय स्टेट बैंक,
सेक्टर-63, नौएडा,
जिला गौतमबुद्ध नगर-201309

586. भारतीय स्टेट बैंक,
सेक्टर-55, नौएडा,
जिला गौतमबुद्धनगर-201307

587. भारतीय स्टेट बैंक,
सेक्टर-126, नौएडा,
जिला गौतमबुद्धनगर-201309

588. भारतीय स्टेट बैंक,
सेक्टर-30, नौएडा,
जिला गौतमबुद्धनगर-201301

589. भारतीय स्टेट बैंक,
आर सी पी सी-बुलंद्शहर,
जिला बुलंदशहर-203001

590. भारतीय स्टेट बैंक,
आर सी पी सी अनूपशहर,
जिला बुलंदशहर-202390

591. भारतीय स्टेट बैंक,
रबुपुरा,
जिला गौतमबुद्ध नगर 203209

592. भारतीय स्टेट बैंक,
अट्टा चौक, नौएडा,
जिला गौतमबुद्ध नगर 203201

593. भारतीय स्टेट बैंक,
सेक्टर-39, नौएडा,
जिला गौतमबुद्धनगर 201307

594. भारतीय स्टेट बैंक,
क्षेत्रीय व्यवसाय कार्यालय, नौएडा,
जिला गौतमबुद्धनगर 201301

595. भारतीय स्टेट बैंक,
एस. ए. आर. बी, औद्योगिक क्षेत्र, परतापुर,
जिला-मेरठ 25000

596. भारतीय स्टेट बैंक,
आर. ए. एस. एम. ई. सी. सी. सी., ए-36
सेक्टर-26, नौएडा,
जिला गौतमबुद्धनगर 201301

597. भारतीय स्टेट बैंक,
आर. ए. एस. एम. ई. सी. सी. सी.,
कचहरी रोड,
जिला- सहारनपुर 247001

598. भारतीय स्टेट बैंक,
आर.ए.सी.पी.सी., गढ़ रोड,
कैम्प-प्रशानिक कार्यालय,
जिला -मेरठ 250001

599. भारतीय स्टेट बैंक,
एस. एम. ई. सी. सी.,
साबुन गोदाम,
जिला -मेरठ-250002

600. भारतीय स्टेट बैंक,
आर.ए.सी.पी.सी.,
न्यू आर्य नगर,
जिला -गाजियाबाद 201001

601. भारतीय स्टेट बैंक,
एस. एम. ई. सी. सी. सी.,
औद्योगिक क्षेत्र बुलंदशहर रोड, गाजियाबाद
जिला -गाजियाबाद 201009

मुंबई उत्तर

602. बैंक ऑफ इंडिया,
दहिसर (पूर्व) शाखा,
लुखी इम्पायर, तल मंजिल,
एस. वी. रोड, दहिसर पुलिस थाने के सामने,
दहिसर (पूर्व), मुंबई - 400 068

603. बैंक ऑफ इंडिया,
अशोकवन शाखा,
सिद्धिविनायक सीएचएस लि.,
शिव वल्लभ रोड, अशोकवन,
ओरिवली (पूर्व), मुंबई - 400 066

604. बैंक ऑफ इंडिया,
जोगेश्वरी (पूर्व) शाखा,
तल मंजिल, शांता मंगेश अपार्टमेंट,
हिंदू फ्रेंडस सोसायटी रोड, सरस्वती बिल्डिंग,
जोगेश्वरी (पूर्व), मुंबई - 400 015

605. बैंक ऑफ इंडिया,
जोगेश्वरी (पश्चिम) शाखा
फिल्मसेल पार्क, तल मंजिल,
एस. वी. रोड, 24 केरेट मल्टिप्लेक्स के पास,
जोगेश्वरी (पश्चिम), मुंबई - 400 102

606. बैंक ऑफ इंडिया,
कुर्ला शाखा,
माइलस्टोन बिज़नेस पॉइंट,
सीएसटी नं. 327, एलबीएस मार्ग,
फौजिया अस्पताल के सामने,
कुर्ला (पश्चिम), मुंबई - 400 078

आगरा

607. बैंक ऑफ इंडिया,
शमशाबाद शाखा,
21, गोपालपुरा, आगरा-शमशाबाद रोड, शमशाबाद,
जिला आगरा (उत्तर प्रदेश)
पिन-283 125

608. बैंक ऑफ इंडिया,
सिंगनपुर शाखा,
मेजर एस. डी. मेडिकल कालेज कैम्पस,
ग्राम सिंगनपुर, बेवर रोड,
जिला -फर्रुखाबाद,
उत्तर प्रदेश, पिन - 209601

609. बैंक ऑफ इंडिया,
रोहता शाखा,
आगरा-अलीगढ़ हाईवे,
71, डायमंड सिटी, ग्वालियर रोड, रोहता,
जिला आगरा (उत्तर प्रदेश)
पिन - 282 009

पुणे

610. बैंक ऑफ इंडिया,
वडूज शाखा,
'सफारी' जी. पी. नं. 414,
सी. एस. नं. 464, कोर्ट रोड,
पोस्ट : वडूज, तालुका : खटाव,
जिला सातारा - 415 506

611. बैंक ऑफ इंडिया,
कासेगांव शाखा,
'रेथारेकर कॉम्पलेक्स',
सर्वे नं. 2845,
पोस्ट : कासेगांव,
तालुका : वालवा,
जिला सांगली - 415 404

612. बैंक ऑफ इंडिया,
भिलवडी स्टेशन शाखा,
चितले डेअरी कॅम्पस
पोस्ट : भिलवडी स्टेशन,
तालुका : पलूस,
जिला सांगली - 416 303

भोपाल

613. बैंक ऑफ इंडिया,
तारा सेवनिया शाखा,
ब्लाक/तहसील फंदा,
जिला -भोपाल पिन - 462 036 (म.प्र.)

614. बैंक ऑफ इंडिया,
दतिया शाखा,
रतन भवन, सिविल लाईन्स रोड,
पिताम्बरापीठ के पास,
दतिया (म.प्र.) - 475 661

615. बैंक ऑफ इंडिया,
बैरागढ़ शाखा,
न्यू बी-51/524,
कालका चौक, मेन रोड, बैरागढ़,
भोपाल (म.प्र.) - 462 030

616. बैंक ऑफ इंडिया,
गंजबासौदा शाखा,
बजाज टॉवर, सुभाष रोड,
स्टेशन रोड, गंजबासौदा,
जिला -विदिशा (म.प्र.) - 464 221

नवी मुंबई

617. बैंक ऑफ इंडिया,
विरार (पूर्व) शाखा,
रिद्धि-सिद्धि रेसीडेंसी,
पहला तल, पारेख इंडस्ट्रियल इस्टेट के सामने,
वीर सावरकर मार्ग, विरार (पूर्व)
जिला ठाणे - 401 303

उज्जैन

618. बैंक ऑफ इंडिया,
नामली शाखा,
पुलिस स्टेशन के पास,
नामली, जिला -रतलाम (म.प्र.) - 457 222

619. बैंक ऑफ इंडिया,
पिपल्या मण्डी शाखा,
मार्केटिंग सोसायटी,
मनसा रोड, पिपल्या मण्डी,
जिला -मंदसौर (म.प्र.) - 458 664

620. बैंक ऑफ इंडिया,
सीतामउ शाखा,
राणावत भवन,
मंदसौर रोड, सीतामउ,
जिला -मंदसौर (म.प्र.)-458 990

621. बैंक ऑफ इंडिया,
नरवर शाखा,
उज्जैन-देवास मुख्य मार्ग,
ग्राम व पोस्ट-नरवर,
तहसील -उज्जैन, जिला-उज्जैन (म.प्र.) - 456 664

अमृतसर

622. बैंक ऑफ इंडिया,
आंचलिक कार्यालय, एस सी ओ-128
नागपाल टॉवर -1,
विशाल मेघा मार्ट के पास,
रंजीत एवेन्यू
अमृतसर-143 001

नई दिल्ली

623. बैंक ऑफ इंडिया,
प्रशांत विहार शाखा,
ई-6, प्रशांत विहार,
नई दिल्ली-110085

624. बैंक ऑफ इंडिया,
मीरा बाग शाखा,
ए-6, मीरा बाग,
नई दिल्ली - 110087

625. बैंक ऑफ इंडिया,
द्वारका (सेक्टर-7) शाखा,
ए-67 से ए-70, पालम एक्सटेंशन,
रामफल चौक, सेक्टर -7, द्वारका,
नई दिल्ली

626. बैंक ऑफ इंडिया,
वेस्ट पटेल नगर शाखा,
7/16, वेस्ट पटेल नगर,
नई दिल्ली - 110008

627. बैंक ऑफ इंडिया,
खामपुर शाखा,
मंदिर वाली गली,
प्लॉट नं. 5, खामपुर,
दिल्ली-110036

628. बैंक ऑफ इंडिया
बुद्धनपुर शाखा,
गांव व डाकखाना बुद्धनपुर एवं माज़रा डबास,
मेन बस अड्डा के नजदीक,
नई दिल्ली -110081

629. बैंक ऑफ इंडिया
सुलतानपुर शाखा,
हाउस नं. 48,
सुलतानपुर,
नई दिल्ली -30

630. बैंक ऑफ इंडिया
शालीमार बाग,
एई-90, शालीमार बाग,
नई दिल्ली -88

631. बैंक ऑफ इंडिया
बुद्धपुर शाखा,
गांव बुद्धपुर (बीजापुर),
नई दिल्ली -110036

632. बैंक ऑफ इंडिया
जामिया मिलिया इस्लामिया शाखा,
जामिया यूनिवर्सिटी कैम्पस,
मौलाना मोहम्मद अली जौहर मार्ग,
मस्जिद लेन, नई दिल्ली - 25

6. नागपुर II

633. बैंक ऑफ इंडिया
नरखेड शाखा,
प्लॉट नं. 326/2, 3,
वार्ड नं. 16, बाजार चौक,
जिला- नागपुर, महाराष्ट्र-441 304

634. बैंक ऑफ इंडिया
समुद्रपुर शाखा,
प्लॉट नं. 5, विद्या विकास कॉलनी,
सर्वे नं. 43/2, समुद्रपुर,
जिला- वर्धा, महाराष्ट्र - 442 305

635. बैंक ऑफ इंडिया
मौदा शाखा,
प्लॉट नं. 5, भंडारा रोड,
मु. पो. मौदा,
जिला- नागपुर,
महाराष्ट्र - 441 104

7. चंडीगढ़

636. बैंक ऑफ इंडिया
गुडगांव सेक्टर 40, शाखा,
डीएसएस 84-85, सेक्टर 40 गुडगांव,
जिला- गुडगांव-122 001

637. बैंक ऑफ इंडिया
सेक्टर 47 शाखा,
एससीबी 113, सेक्टर 47 -सी
चंडीगढ़-160 047

638. बैंक ऑफ इंडिया
कुल्लु शाखा,
प्रथम तल, होटल नेस्ट,
मेन बस टर्मिनल (आई एस बी टी)
सरवरी, कुल्लु,
जिला- कुल्लु,
हिमाचल प्रदेश -175 101

639. बैंक ऑफ इंडिया
पालनपुर शाखा,
शॉप नं. 52-53, प्रथम तल,
ग्रांड प्लाजा, धर्मशाला रोड, पालमपुर,
जिला-कांगड़ा, पिन-176 061

640. बैंक ऑफ इंडिया
कालका शाखा,
सैनी ढाबा के पास, एनएच 22,
(चंडीगढ़-शिमला हाइवे),
कालका,
जिला- पंचकूला, हरियाणा-133 002

641. बैंक ऑफ इंडिया
लाड़वा शाखा,
इन्द्री चौक, लाड़वा,
जिला- कुरूक्षेत्र, हरियाणा-136 132

642. बैंक ऑफ इंडिया
नारायणगढ़ शाखा,
वार्ड नं. 13,चंडीगढ़ नाहन रोड,
नारायाणगढ़, जिला- अम्बाला, हरियाणा-134 203

643. बैंक ऑफ इंडिया
फतेहाबाद शाखा,
तल माला, ढ़ीगरा मोटर्स,
भूना क्रासिंग के सामने, जी. टी. रोड, फतेहाबाद,
हरियाणा-125 050

644. बैंक ऑफ इंडिया
सोहना रोड गुडगांव शाखा,
यूनिट सं. 14-15-16, तल माला,
जेएमडी गलेरिया माल, सेक्टर 47,
सोहना रोड, गुडगांव (हरियाणा) -122 001

645. बैंक ऑफ इंडिया
हमीरपुर शाखा,
भू तल, अंतरिक्ष माल,
वार्ड नं. 2, गांधी चौक, हमीरपुर,
हिमाचल प्रदेश-177 001

646. बैंक ऑफ इंडिया
मानपुरा शाखा,
मेन मार्केट, मानपुरा,
जिला-सोलन, हिमाचल प्रदेश-173 205

647. बैंक ऑफ इंडिया
दिल्ली रोड हिसार शाखा,
भू तल, लक्ष्मी प्लाजा, डाबरा चौक,
पुरानी दिल्ली रोड, हिसार, हरियाणा-125 005

648. बैंक ऑफ इंडिया
महेन्द्रगढ़ शाखा,
भू तल, सुनरिया रायल पैलेस,
राउ तुलाराम चौक के पास,
दादरी रोड, वार्ड नं. 2,
महेन्द्रगढ़ (हरियाणा)-123 029

649. बैंक ऑफ इंडिया
तरावड़ी शाखा,
शाप नं. 190-191,
नई अनाज मंडी, तरावड़ी,
जिला-करनाल, हरियाणा-132 116

8. पुणे

650. बैंक ऑफ इंडिया
केडगांव शाखा,
गट नंबर 13, वार्ड नंबर 6,
ग्राम एवं डाकघर केडगांव, तहसील दौंड,
ग्राम पंचायत के पास, पुलिस थाने के पास,
जिला पुणे-412 203

651. बैंक ऑफ इंडिया
अंबड इंडस्ट्रियल एस्टेट शाखा,
आनंद अपार्टमेंट्स,
प्लॉट नंबर 4, सर्वे नंबर 302/1,
अंबड सिडको लिंक रोड,
उत्तम नगर, नासिक-422 009

652. बैंक ऑफ इंडिया
लासुर स्टेशन शाखा,
प्लॉट नंबर 391, शिवाजी मैदान,
ग्राम एवं डाकघर लासुर स्टेशन,
तहसील गंगापुर,
जिला औरंगाबाद-423 702

653. बैंक ऑफ इंडिया
राहुरी शाखा,
गुलदगड कॉपलेक्स,
प्रगति विद्यालय रोड,
सर्वे नंबर 417/2/4 एवं 417/2/3/2,
प्लॉट नंबर 1 व 2,
ग्राम - डाकघर एवं तहसील राहुरी,
जिला अहमदनगर-413 705

654. बैंक ऑफ इंडिया
कर्वे नगर शाखा,
श्रीनिवास कपिल वास्तु,
सर्वे नंबर 1/15/1,
सी टी एस नंबर 694,
हिंगणे बुद्रुक,
कर्वे नगर, पुणे-411 052

655. बैंक ऑफ इंडिया
मांजरी शाखा,
दुकान नंबर 26 से 29,
सर्वे नंबर 93/आई बी/1,
चौरंग स्मित शिल्प,
मांजरी बुद्रुक,
पुणे-412 307

656. बैंक ऑफ इंडिया
राजुर (गणपति) शाखा,
प्लॉट नंबर 795,
जालना जलगांव रोड,
(राज्य हाइवे 222),
ग्राम एवं डाकघर राजुर,
तहसील भोकरदण,
जिला जालना-431 203

657. बैंक ऑफ इंडिया
संदिप फाउंडेशन शाखा,
त्रंबक रोड, ग्राम एवं डाकघर महिरावणी,
तहसील एवं जिला नासिक-422 213

658. बैंक ऑफ इंडिया
सातारा रोड शाखा,
कदम प्लाझा, "श्रद्धानिकेतन",
भारती विद्यापीठ के सामने,
प्लॉट नंबर एक्स + ए 1, सर्वे नंबर 7/1,
कात्रज, पुणे सातारा रोड,
पुणे-411 046

659. बैंक ऑफ इंडिया
शेंद्रे इंडस्ट्रियल एस्टेट शाखा,
गट नंबर 326, जगताप पेट्रोल पंप के पास,
शेंद्रे एस आय डी सी के सामने, ग्राम कुंभेफल,
तहसील एवं जिला औरंगाबाद-431 027

660. बैंक ऑफ इंडिया
माईर राजबाग शाखा (लोणी कालभोर),
गट नंबर 140, कदमवाक वस्ती राजबाग,
विश्वशांति गुरुकुल एज्युकेशनल कॉपलेक्स,
लोणी कालभोर, तहसील हवेली,
जिला पुणे-412 201

661. बैंक ऑफ इंडिया
श्रीरामपुर शाखा,
वार्ड नंबर 6, नारायण कांपलेक्स, के.वी. रोड,
ग्राम एवं डाकघर श्रीरामपुर,
जिला अहमदनगर-413 709

662. बैंक ऑफ इंडिया
एस टी ई एस आंबेगांव बुद्रुक शाखा,
नई इन्स्टिट्युशनल बिल्डिंग नंबर 1,
सिंहगड टेक्निकल एज्युकेशन सोसायटी का कैंपस,
सर्वे नंबर 10,
आंबेगांव बुद्रुक, पुणे-411 041

9. भुवनेश्वर

663. बैंक ऑफ इंडिया
पोखरीपुट शाखा,
प्लॉट नं. 400, गंडमुण्डा चौक,
पोखरीपुट, जागमरा रोड,
खण्डगिरी, भुवनेश्वर जिला-खोर्दा,
उडीसा-751030

664. बैंक ऑफ इंडिया
बिजयचंद्रपुर शाखा,
प्लॉट नं. 485, खाता नं. 48, ग्राम-बिजयचंद्रपुर,
डाकघर-अठरबांकी, जिला-जगतसिंहपुर,
उडीसा-754 120

665. बैंक ऑफ इंडिया
बौद्ध शाखा,
प्लॉट नं. 1659, वार्ड नं. 7, बौद्ध (मार्केट साही),
डाकघर-बौद्ध, जिला-बौद्ध,
उडीसा-762 014

666. बैंक ऑफ इंडिया
खोर्दा शाखा,
प्लॉट नं. 648/1168, खाता नं. 1062/4150,
मौजा-जाजारसिंह, गोडी पोखरी न्यू कॉलनी,
मेन रोड, जिला-खोर्दा,
उडीसा-752 055

667. बैंक ऑफ इंडिया
फुलबाणी शाखा,
प्लॉट नं. 149, ब्लॉक कार्यालय के पास,
मौजा-जिरीगांपड़ा, डाकघर-फूलबाणी,
जिला-कन्धमाल,
उडीसा-762 001

668. बैंक ऑफ इंडिया
खरीआर शाखा,
होल्डिंग नं. 825, वार्ड नं. 06,
मौजा-खरीआर, डाकघर-खरीआर,
जिला-नुआपड़ा,
उडीसा-766 107

669. बैंक ऑफ इंडिया
छत्रपुर शाखा,
खाता सं. 192, प्लॉट सं. 627, मौजा-अभिमन्युपुर,
मेन रोड, ग्राम/डाकघर-छत्रपुर, जिला-गंजाम,
उडीसा-761 202

670. बैंक ऑफ इंडिया
सोनपुर शाखा,
खाता नं. 1673, प्लॉट नं. 1782,
आंबेडकर चौक के पास,
डाकघर-सोनपुर शहर, जिला-सुवर्णपुर,
उडीसा-767 017

671. बैंक ऑफ इंडिया
नवरंगपुर शाखा,
प्लॉट नं. 62/71,
मौजा-चमारीगुडा, डाकघर/जिला नवरंगपुर,
उडीसा-764059

10. राजस्थान

672. बैंक ऑफ इंडिया
दांतली शाखा,
ग्राम व पोस्ट-दांतली,
गोनेर रोड, वाया-कानोता,
तहसील-सांगानेर
जिला-जयपुर-303 012 (राजस्थान)

11. कोल्हापुर

673. बैंक ऑफ इंडिया
कोरेगांव शाखा,
"चैतन्य बिल्डिंग", जी. पी. नं. 129/9/6 के,
रहिमतपुर रोड, पोस्ट-कोरेगांव,
जिला-कोरेगांव, जिला-सातारा-415 501

674. बैंक ऑफ इंडिया
दहिवडी शाखा,
'राजहंस प्लाझा', सर्वे नं. 730/1ए, फलटन चौक
पोस्ट-दहिवडी, तालुका-मान,
जिला-सातारा-415 508

12. मुंबई दक्षिण

675. बैंक ऑफ इंडिया
लोअर परेल शाखा,
सी. एस. टी. क्र. 156, उर्मी एस्टेट-95,
गणपत राव कदम मार्ग, लोअर परेल (प.),
मुंबई-400 013

13. कानपुर

676. बैंक ऑफ इंडिया
घाटमपुर शाखा,
कानपुर रोड,
पोस्ट-घाटमपुर,
उत्तर प्रदेश-209 206

870 GI/13-5

677. बैंक ऑफ इंडिया
चौडगरा शाखा,
बिन्दकी रोड, पोस्ट-मनहार,
चौडगरा, उत्तर प्रदेश-212 665

678. बैंक ऑफ इंडिया
गीतानगर शाखा,
117/378, ओ ब्लॉक,
गीतानगर,
कानपुर-208025

स्टेट बैंक ऑफ पटियाला, मुम्बई अंचल की शाखाएं

क्षेत्रीय कार्यालय-1

क्रमांक	शाखा का नाम/पता

679. स्टेट बैंक ऑफ पटियाला,
अहमदाबाद मुख्य शाखा,
वासुपुंजया चैंबर,
आश्रम रोड,
अहमदाबाद-380 014

680. स्टेट बैंक ऑफ पटियाला,
प्राइम प्लाजा,
रावजी भाई टावर के सामने,
करिश्माबाग,
मनी नगर,
अहमदाबाद

681. स्टेट बैंक ऑफ पटियाला,
दादर को-आपरेटिव हाउसिंग सोसाइटी लि.,
शरद आश्रम,
भवानी शंकर रोड,
दादर, मुम्बई-400 028
(महाराष्ट्र)

682. स्टेट बैंक ऑफ पटियाला,
37, ललित बिल्डिंग,
नथालाल पारेख मार्ग,
कोलाबा,
बोड हाऊस रोड शाखा,
मुम्बई-400 001,
(महाराष्ट्र)

683. स्टेट बैंक ऑफ पटियाला,
शाप नं. 4, महापालिका मार्किट,
लिंक रोड, मिथ चौकी,
मलाद (वैस्ट),
मुम्बई-400 064,
(महाराष्ट्र)

684. स्टेट बैंक ऑफ पटियाला,
के. के. टावर,
रिंग रोड, सूरत मुख्य शाखा,
सब जेल रिंग रोड के सामने,
सूरत-395 002

685. स्टेट बैंक ऑफ पटियाला,
अनीता अकार्ड,
दुकान नं. 1-5,
आकुर्ली रोड,
महादा लेआउट,
लोखनवाला,
कांदीवली (ईस्ट),
मुम्बई-400 101,
(महाराष्ट्र)

क्षेत्रीय कार्यालय-III

686. स्टेट बैंक ऑफ पटियाला,
शाप नं. 1, 2, 3,
पूनम प्लाजा,
सिविल लाईन,
नजदीक आकाशवाणी स्कैयर,
आर.बी.आई. रोड,
नागपुर-440 001,
(महाराष्ट्र)

687. स्टेट बैंक ऑफ पटियाला,
प्लॉट नं. 66,
भाग्या नगर,
नजदीक एस. टी. कार्यालय,
समरजीत नगर,
औरंगाबाद-431 001,
(महाराष्ट्र)

688. स्टेट बैंक ऑफ पटियाला,
दुकान नं.-2, ग्राऊंड तल,
मनरतना बिजनैस पार्क,
जंक्शन ऑफ डेरासर एंड तिलक रोड,
घाटकोपर (ईस्ट),
मुम्बई-400 007

689. स्टेट बैंक ऑफ पटियाला,
शाप नं. 5-8,
गणेश कृपा,
आर. एच. बी. रोड,
मुलंड (वैस्ट),
मुम्बई-400 080,
(महाराष्ट्र)

690. स्टेट बैंक ऑफ पटियाला,
प्लाट नं. 3,
रामदास टावर,
कल्पातारु हाउसिंग,
गजानन मंदिर से सिडको रोड,
औरंगाबाद

691. स्टेट बैंक ऑफ पटियाला,
दिलकुश, नजदीक नगर पालिका गार्डन,
मापूसा तहसील मापूसा-403 507,
गोवा

692. स्टेट बैंक ऑफ पटियाला,
एन-45/सी.बी.-1/6/4,
त्रिमूर्ती चौक,
नासिक,
डाकखाना दिडको,
तहसील नासिक-422 001

693. स्टेट बैंक ऑफ पटियाला,
उपैन्द्र नगर,
सिडको-अंबाद लिंक रोड,
उपैन्द्रा नगर,
दिडको-नासिक-422 009

694. स्टेट बैंक ऑफ पटियाला,
1, 2, 3, आदम कोर्ट बनेर रोड,
बनेर (औंध),
पुने-411 045

695. स्टेट बैंक ऑफ पटियाला,
सराफ़ा बाजार, सामने धूत निवास,
नांदेड-431 604

696. स्टेट बैंक ऑफ पटियाला,
क्रिश्नाई,
सांगवी केसरी रोड,
औंध,
पुने-411 007

आंचलिक कार्यालय, मुम्बई के अधीन शाखाएं

697. स्टेट बैंक ऑफ पटियाला,
ब्लाक नं. 1,
गली नं. 2,
सीपज,
अंधेरी (ईस्ट),
मुम्बई-400 096

698. स्टेट बैंक ऑफ पटियाला,
2, खुराना भवन,
केन्द्रीय एवैन्यू,
नागपुर-440 018

699. स्टेट बैंक ऑफ पटियाला,
5-2-134,
पहली मंजिल,
आर. पी. रोड,
सिकंदराबाद,
हैदराबाद

स्टेट बैंक ऑफ पटियाला, मुम्बई अंचल के अधीन शाखाएं

700. स्टेट बैंक ऑफ पटियाला,
अहमदाबाद मुख्य शाखा,
वासूपूंज्य चैम्बर,
आश्रम रोड,
अहमदाबाद-380 014

701. स्टेट बैंक ऑफ पटियाला,
अहमदाबाद मनी नगर,
25-सीता राम सदन,
शाह आलम रोजा,
अहमदाबाद-380 022

702. स्टेट बैंक ऑफ पटियाला,
अहमदाबाद सुभाष ब्रिज,
असरे हाऊस, भू-तल,
सामने कलेक्टर आफिस
नजदीक गांधी आश्रम,
सुभाष ब्रिज, अहमदाबाद

703. स्टेट बैंक ऑफ पटियाला,
प्लाट नं. 20,
वृंदावन-कम्पलैक्स,
सैक्टर -9,
गांधीधाम-370 201 (गुजरात)

704. स्टेट बैंक ऑफ पटियाला,
8-14 कृष्णा कोन-अर्च-2
प्रथम तल, टैगोर रोड,
नजदीक विरानी चौक
राजकोट-360 002 (गुजरात)

705. स्टेट बैंक ऑफ पटियाला,
के. के. टावर, रिंग रोड,
सामने सब जेल,
आश्रम रोड,
सूरत-395 002

706. स्टेट बैंक ऑफ पटियाला,
सूरत भतार रोड,
शीतल शापिंग स्क्वायर,
भतार रोड,
ट्रनिंग प्वाईंट ननपुरा
सूरत-395 007

707. स्टेट बैंक ऑफ पटियाला,
वापी,
शाप नं. 15 से 19,
त्रिपुती प्लाजा,
वापी-396 191 (गुजरात)

708. स्टेट बैंक ऑफ पटियाला,
82, हिल रोड, बांद्रा, मुम्बई
तहसील मुम्बई-400 050

709. स्टेट बैंक ऑफ पटियाला,
मुम्बई वोडे हाउस रोड,
ललित भवन 37,
नाथलाल पारेख मार्ग,
कोलाबा, मुम्बई

710. स्टेट बैंक ऑफ पटियाला,
औरंगाबाद,
प्लाट नं. 3, रामदास टावर,
कल्पतरू एचएसजी. गजानन मंदिर टू सिडको रोड,
पंडलिक नगर
गरखेड़ा मुकंदवाद (महाराष्ट्र)

711. स्टेट बैंक ऑफ पटियाला,
बारामती,
विद्या कार्नर, सुपर मार्किट, भिगवां रोड,
एम आई डी सी बारामती-413 133

712. स्टेट बैंक ऑफ पटियाला,
कोल्हापुर, 14, सर्वे कालोनी,
तारा बाई पार्क-416003,
कोल्हापुर (महाराष्ट्र)

713. स्टेट बैंक ऑफ पटियाला,
बीपीसीएल रिफाईनरी कम्पलैक्स माहुल,
मुम्बई

714. स्टेट बैंक ऑफ पटियाला,
मुम्बई मुलुंड,
कुमार को-ओप्रेटिव हाऊसिंग सोसाइटी लि.,
महादा कालोनी
मुम्बई मुलुंड (ईस्ट)-400 081

715. स्टेट बैंक ऑफ पटियाला,
मुम्बई वाशी,
जैड-7 एपीएमसी कम्प्लैक्स,
दना बंडर, वाशी, नवी मुम्बई
डाकखाना नवी मुम्बई-400 705

716. स्टेट बैंक ऑफ पटियाला,
नागपुर,
2, खोराना भवन,
सेन्ट्रल एवेन्यू
नागपुर-400 018

717. स्टेट बैंक ऑफ पटियाला,
मुम्बई खारघर,
प्लाट नं. 28
शाप नं. 6, 7, 8 एवं 9
भूमि टावर
सैक्टर -4
खारगर, नवी मुम्बई-401 210

718. स्टेट बैंक ऑफ पटियाला,
उज्जैन,
वारूची मार्ग
फ्री गंज, तहसील उज्जैन-456 001 (म.प्र.)

719. स्टेट बैंक ऑफ पटियाला,
मुम्बई पनवेल,
24, तनिष्क हाईटस एमटीएनएल रोड,
नजदीक रूपाली सिनेमा सर्कल,
पनवेल -410206 (महाराष्ट्र).

स्टेट बैंक ऑफ पटियाला, पटियाला अंचल के अधीन शाखाएं

क्षेत्रीय कार्यालय-I

क्रमांक डाक का पता

720. स्टेट बैंक ऑफ पटियाला,
गांव -जलालपुर,
डाकखाना बहादुरगढ़,
तहसील एवं जिला पटियाला,
पिन: 147 021

क्षेत्रीय कार्यालय-III

क्रमांक डाक का पता

721. स्टेट बैंक ऑफ पटियाला,
थुलीवाल रोड,
गांव और डाक्खाना : हमीदी-148 025,
तहसील एवं जिला बरनाला (पंजाब)

722. स्टेट बैंक ऑफ पटियाला,
माना पत्ती रोड,
गांव एवं डाकखाना चाहड़,
तहसील सुनाम
जिला संगरूर-148 035
(पंजाब)

723. स्टेट बैंक ऑफ पटियाला,
करेंसी मैनेजमैंट शाखा,
एस. सी. ओ.-4, साईं मार्किट काम्पलेक्स,
लोअर माल, साईं मार्किट,
पटियाला -147001
जिला : पटियाला (पंजाब)

स्टेट बैंक ऑफ पटियाला, बठिंडा अंचल के अधीन शाखाएं

क्षेत्रीय कार्यालय-II

क्रमांक डाक का पता

724. स्टेट बैंक ऑफ पटियाला,
गांव एवं डाकखाना सीतो गुन्नो,
तहसील : अबोहर,
जिला फाजिल्का -152 116 (पंजाब)

725. स्टेट बैंक ऑफ पटियाला,
गांव एवं डाकखाना अरनीवाला शेख सुभान,
तहसील एवं जिला फाजिल्का -152 124
(पंजाब)

क्षेत्रीय कार्यालय -II

क्रमांक डाक का पता

726. स्टेट बैंक ऑफ पटियाला,
महाराजा अग्रसेन मार्ग,
वार्ड संख्या-10,
सादूल शहर-335 062
जिला : श्री गंगानगर (राजस्थान)

स्टेट बैंक ऑफ पटियाला, जालंधर अंचल के अधीन शाखाएं

क्षेत्रीय कार्यालय -II

क्रमांक डाक का पता

727. स्टेट बैंक ऑफ पटियाला,
नजदीक रेलवे स्टेशन,
गांव एवं डाकखाना झाको लहरी,
तहसील एवं जिला पठानकोट -145 025
(पंजाब)

क्षेत्रीय कार्यालय -III

क्रमांक डाक का पता

728. स्टेट बैंक ऑफ पटियाला,
आयकर भवन,
ऋषि नगर,
लुधियाना -141 001
(पंजाब)

क्षेत्रीय कार्यालय -IV

क्रमांक डाक का पता

729. स्टेट बैंक ऑफ पटियाला,
मेन रोड, गांव राकडी,
डाकखाना दातारपुर,
तहसील मुकेरियां
जिला होशियारपुर -144 222
(पंजाब)

730. स्टेट बैंक ऑफ पटियाला,
राष्ट्रीय राजमार्ग,
नजदीक प्राथमिक हैल्थ सैंटर,
वार्ड संख्या-1,
बडी बराहमना - 181 133
तह. एवं जिला सांबा (जम्मू एवं कश्मीर)

731. स्टेट बैंक ऑफ पटियाला,
सिख नैशनल कालेज,
बंगा-144 505,
जिला नवां शहर,
(पंजाब)

732. स्टेट बैंक ऑफ पटियाला,
करेंसी मैनेजमैंट सैल,
एस. सी. ओ. 125-126,
सेक्टर-17 सी,
चंडीगढ़ - 160 017

स्टेट बैंक ऑफ पटियाला, हरियाणा अंचल के अधीन शाखाएं

क्षेत्रीय कार्यालय -I

क्रमांक डाक का पता

733. स्टेट बैंक ऑफ पटियाला,
हरियाणा स्टेट इलेक्ट्रीसिटी बोर्ड,
सेक्टर -6,
एच.वी.पी.एन.एल बिल्डिंग,
शक्ति भवन,
पंचकुला-134 109
जिला पंचकुला (हरियाणा)

क्षेत्रीय कार्यालय -III

क्रमांक डाक का पता

734. स्टेट बैंक ऑफ पटियाला,
गांव एवं डाकखाना जल्लोपुर,
तहसील रतिया,
जिला फतेहाबाद -125 051
(हरियाणा)

735. स्टेट बैंक ऑफ पटियाला,
गांव एवं डाकखाना राजली,
तहसील जिला हिसार -125 121
(हरियाणा)

736. स्टेट बैंक ऑफ पटियाला,
पंचकुला-नारायणगढ़ बाई पास रोड,
गांव एवं डाकखाना बरवाला,
तहसील एवं जिला पंचकुला -134 118
(हरियाणा)

737. स्टेट बैंक ऑफ पटियाला,
करेंसी नियंत्रण सैल,
एस.सी.ओ. 414,
सेक्टर -8,
पंचकुला -134 109,
जिला पंचकुला (हरियाणा)

स्टेट बैंक ऑफ पटियाला, दिल्ली अंचल के अधीन शाखाएं

क्षेत्रीय कार्यालय -I

क्रमांक डाक का पता

738. स्टेट बैंक ऑफ पटियाला,
एस.डी. कन्या सीनीयर सैकंडरी स्कूल,
लाल मंदिर,
ईस्ट पटेल नगर,
नई दिल्ली-110 008,

739. स्टेट बैंक ऑफ पटियाला,
खसरा- 74/31,
करनाल रोड,
सामने स्वामी शारदा नन्द कालेज,
अलीपुर,
नई दिल्ली-100 036,

क्षेत्रीय कार्यालय -III

क्रमांक डाक का पता

740. स्टेट बैंक ऑफ पटियाला,
सैंट जान कालेज,
एम. जी. रोड,
आगरा- 282 002,
(उत्तर प्रदेश)

स्टेट बैंक ऑफ पटियाला, मुबंई अंचल के अधीन शाखाएं

क्षेत्रीय कार्यालय -II (चैन्नई)

क्रमांक डाक का पता

741. स्टेट बैंक ऑफ पटियाला,
स्टार ऑफ बॉम्बे होटल काम्प्लैक्स,
बंदूरवैल कनकानाडी,
मंगलूर, कर्नाटक,

742. स्टेट बैंक ऑफ पटियाला,
109, वकील नई स्ट्रीट,
मदुरई- 625 001, (तमिलनाडु)

743. स्टेट बैंक ऑफ पटियाला,
नं. 20-114/3,
आर.बी. नगर,
शम्शाबाद,
जिला रंगारेड्डी
आन्ध्रा प्रदेश

744. स्टेट बैंक ऑफ पटियाला,
54 एच. एस. आर लेआऊट,
VI-सैक्टर, 17वां क्रास,
12वां मेन
बंगलूर -560 102

745. स्टेट बैंक ऑफ पटियाला,
21/6, सुख निवास,
कामराज स्ट्रीट,
तांबरम (वैस्ट)
चैन्नई (तमिलनाडु)

746. स्टेट बैंक ऑफ पटियाला,
भरतीयार रोड,
पापानैकिन पालायम लक्ष्मी मिल्स जंक्शन,
कोयम्बतूर-641 037

मिड कार्पोरेट शाखा

747. स्टेट बैंक ऑफ पटियाला,
मिड कार्पोरेट शाखा,
ऑरबिट मॉल,
ए. बी. रोड,
इन्दौर

स्टेट बैंक ऑफ पटियाला, द्वारा खोले गए नए क्षेत्रीय कार्यालय

क्रमांक डाक का पता

748. स्टेट बैंक ऑफ पटियाला,
क्षेत्रीय कार्यालय,
11, गोपीनाथ मार्ग,
एम आई रोड,
जयपुर-302 001
(राजस्थान)

749. स्टेट बैंक ऑफ पटियाला,
क्षेत्रीय कार्यालय,
राजगढ़ रोड,
सोलन-173 212
(हिमाचल प्रदेश)

750. स्टेट बैंक ऑफ पटियाला,
क्षेत्रीय कार्यालय,
पहली मंजिल, एस.बी.ओ.पी कांगडा शाखा,
धर्मशाला रोड,
नजदीक कालेज चौक,
कांगडा
जिला कांगडा-176 001
(हिमाचल प्रदेश)

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 24th January, 2013

S.O. 593.—In pursuance of sub-rule(4) of Rule 10 of the Official Language (Use for official purpose of the Union) Rules, 1976 (as amended 1987) the Central Government hereby notifies following branches of Banks under the control of Department of Financial Services, M/O Finance, whereof more than 80% officers/staffs have acquired working knowledge of Hindi.

S. N.	Name of Banks	Number of branches
1.	Bank of Baroda	479
2.	State Bank of India	122
3.	Bank of India	77
4.	State Bank of Patiala	72
	Total	**750**

[No. 11016/2/2013-Hindi]

MIHIR KUMAR, Director (O.L.)

List of Offices/Branches to be notified in the Official Gazette under the Official Languages Rules, 1976, 10(4)

'A' Region

Sr. No.	Name and Address of Branches
1.	Bank of Baroda Regional Office, Dehradun 410, Indira Nagar Colony Near Seema Dwar Dehradun-248001
2.	Bank of Baroda Harda Branch Plot No. C-35, C-36, Nehru Colony, Near New Vegetable Market, Harda-461331(M.P.)
3.	Bank of Baroda Betul Branch Gokul Trade Centre, Station Road, Betul-460001 (M.P.)
4.	Bank of Baroda BHEL Branch 'Rudraksha Bhawan' 27, Sector-C, Indrapuri, Raisen Road, Bhopal- 462021(M.P.)
5.	Bank of Baroda Bhatapara Branch Vrindavan Palace, Station Road, Bhatapara-493118 Dist. Raipur (Chhattisgarh)
6.	Bank of Baroda Balod Branch High School Road, Balod- 491226 Dist. Durg (Chhattisgarh)
7.	Bank of Baroda Pratap Nagar Branch Sunderwas, Pratap Nagar, Distt. Udaipur (Rajasthan) Pin-313001
8.	Bank of Baroda Mavli Branch Udai Guest House, Udaipur Road, Mavli, Distt.-Udaipur Pin-313001
9.	Bank of Baroda Salumber Branch Nehru Marg, Near Boharawadi, Salumber, Distt. Udaipur Pin-313001
10.	Bank of Baroda Goverdhan Vilas Branch R-2, H- Block, 100 Feet Road, Goverdhan Vilas, Sector-14, Udaipur (Rajasthan) Pin-313001
11.	Bank of Baroda Bassi Branch Near Bus Stand, Bassi, Jaipur (Rajasthan) Pin-303301
12.	Bank of Baroda Sahapura Branch Chaungi Naka, Old Delhi Road, Sahapura Jaipur (Rajasthan) Pin-303103
13.	Bank of Baroda Gopalpura Bypass Branch 65, Surya Nagar, Gopalpura, Bypass, Jaipur (Rajasthan) Pin-302015
14.	Bank of Baroda Bandikui Branch Sikandra Road, Police Thane ke Pas, Bandikui-303313 (Rajasthan)
15.	Bank of Baroda Durgapura Branch Plot No. 1, Mani Bhawan, Near Mahindra Tower, Durga Vihar, Tonk Road, Jaipur (Rajasthan) Pin-302015
16.	Bank of Baroda Tijara Branch Near Power House, Firojpur Road, Tijara Dist. Alwar (Rajasthan) Pin-301411

17. Bank of Baroda
Dudu Branch
Near Chabra Petrol Pump,
Dudu, Jaipur (Rajasthan) Pin-303008

18. Bank of Baroda
Chaksu Branch
Main Tonk Road, Chaksu,
Jaipur (Rajasthan) Pin-303901

19. Bank of Baroda
Shashri Nagar Branch
A-22 A, Sai Mohan Vila,
Amani Saha Road, Ram Nagar,
Jaipur (Rajasthan) Pin-302015

20. Bank of Baroda
Pratap Nagar Branch
8 SP 3, Kumbha Marg, Pratap Nagar,
Jaipur (Rajasthan)

21. Bank of Baroda
Nagar Branch
Dak Banglo Circle, Unir. Ke Raste se,
Post Office, Nagarfort, Alwar-Bhartpur Road,
Nagar Bharatpur, (Rajasthan) Pin-321205

22. Bank of Baroda
Tapukara Branch
Gopali Chauk, Alwar Hy Tahcil,
Tapukara-301707 (Rajasthan) Pin-301707

23. Bank of Baroda
Suratgarh Branch
Near Lahoti Petrol Pump
Suratgarh Distt. Sriganganagar (Rajasthan)
Pin-335804

24. Bank of Baroda
Bhadasar Branch
Bhadasar The. Sardarsahar,
Distt. Churu (Rajasthan) Pin-331403

25. Bank of Baroda
Boranada Branch
Rajasthan State Industries Development
Corporation,
Boranada, Jodhpur (Rajasthan) Pin-342001

26. Bank of Baroda
Nokha Branch
Bikaner Highway, Opp. Babu Chhotunath
School, Nokha, Distt. Bikaner (Rajasthan)

27. Bank of Baroda
Phalodi Branch
Nai Sadak, Phalodi Distt. Jodhpur, (Rajasthan)
Pin-342301

28. Bank of Baroda
Makrana Branch
Gunawati Road, Makrana Distt.
Nagaur (Rajasthan) Pin-341505

29. Bank of Baroda
Merta City Branch
Krishi Mandi Road, Makrana
Distt. Nagaur (Rajasthan) Pin-341510

30. Bank of Baroda
Sumerpur Branch
Jawai Bandh Road, Sumerpur,
Distt. Pali (Rajasthan) Pin-306401

31. Bank of Baroda
Hanumangarh Junction Branch
Sangria Road, Near Bhagat Singh Chowk,
Hanumangarh Junction (Rajasthan) Pin-335501

32. Bank of Baroda
Bhadra Branch
Near Bus Stand, Bhadra, Distt. Hanumangarh
(Rajasthan) Pin-335501

33. Bank of Baroda
Sanchore Branch
Raniwada Road, Sanchore Distt. Jalore
(Rajasthan) Pin-343041

34. Bank of Baroda
Falna Branch
Sanderao Road, Falna, Distt. Pali (Rajasthan)
Pin-306116

35. Bank of Baroda
Sardarpura Branch
658, Residency Road, Jaljog Chouraha,
Jodhpur (Rajasthan) Pin-342001

36. Bank of Baroda
Gangapur Branch
Near Bus Stand, The. Sahara,
Distt. Bhilwara (Rajasthan) Pin-311801

37. Bank of Baroda
Sarwar Branch
Mathuradish Mandir, Sardar Bazar,
Sarwar, Distt. Ajmer (Rajasthan) Pin-305403

38. Bank of Baroda
Asind Branch
Plot No. 16, Pratap Nagar,Asind.
Distt. Bhilwara (Rajasthan) Pin-311301

39. Bank of Baroda
Kudara Branch
Beside Vimla Krishi Kendra
G. T. Road
Kudara (Bihar) -821108

40. Bank of Baroda
Banka Branch
Near Dokania Market, Aliganj
Near M.R.D. High School,
Banka (Bihar) -813102

41. Bank of Baroda
Kahalgaon Branch
Station Road Near Govt. Old House Hospital,
Kahalgaon Distt.Bhagalpur (Bihar) -813203

42. Bank of Baroda
Bhikanapur Branch
Sanskar Appt. Near Gumti No. 3, R.B.S. Sahay
Road, Bhikanapur, Bhagalpur (Bihar)-812001

43. Bank of Baroda
Dehari Branch
Mehra House, Pali Road, Dehari On
Sone (Bihar) -821307

44. Bank of Baroda
Barh Branch
Opp. Savita Cinema,
N.H.-31, Barh (Bihar) -803213

45. Bank of Baroda
Saharsa Branch
Indira Bhawan, VIP Road,
Purab Bajar, Saharsa, (Bihar) -852201

46. Bank of Baroda
Donar Branch
Bipin Market, Donar,
Darbhanga (Bihar) -846004

47. Bank of Baroda
Bakhtiyarpur Branch
Naya Tola, Madhopur,Old By Pass,
Bakhtiyarpur (Bihar) -803212

48. Bank of Baroda
Danapur Branch
B.M. Complex, Saguna More,
Danapur (Bihar) -801503

49. Bank of Baroda
Sheikhpura Branch
Chandani Chowk,Cinema Road,
Near Collectorate,
Sheikhpura (Bihar) -803211

50. Bank of Baroda
Jamalpur Branch
C/o Ravi tubewell, In front of Church,
Munger Road, Jamalpur (Bihar)-811214

51. Bank of Baroda
Jainagar Branch
Main Road, Near Bank of India,
Jainagar (Bihar) -800213

52. Bank of Baroda
Rajendra Nagar Branch
Ashjagat Complex, Rajendra Path,
Kadamkuan, Patna (Bihar) -800003

53. Bank of Baroda
Nawada Branch
Near L.I.C. Office,
Thana Road, Nawada (Bihar) -805110

54. Bank of Baroda
Fatwah Branch
Railway Station Road,
Devi Chowk, Fatwah,
Distt. Patna (Bihar) -803201

55. Bank of Baroda
Lanka Kachrua Branch
Khemnichak Main Road,
P.O. New Jaganpura Ramkrishna Nagar,
Patna (Bihar) -800027

56. Bank of Baroda
Munger Branch
Purab Sarai, Ashoka Palace,
Near Dilip Bhawan,
Munger (Bihar) -811201

57. Bank of Baroda
Nazerath Hospital, Mokameh Branch
Nazerath Hospital,
Mokameh (Bihar) -803302

58. Bank of Baroda
Phulwarishari Branch
Saket Vihar More, Anishabad Phulwarishari More,
Distt : Patna (Bihar) -800020

59. Bank of Baroda
Kurji Mod Branch
N. R. Loyala High School,Opp. Nalanda
Colony, Patna (Bihar) -800010

60. Bank of Baroda
Behea Branch
Station Road, Judge Bazaar Near Ambe Talkies,
Behea, Distt. Bhojpur (Bihar)-802152

61. Bank of Baroda
Jehanabad Branch
Makhdumpur, Near Indane Gas Agency,
Jehanabad (Bihar) -804408

62. Bank of Baroda
Lohiya Nagar Branch
Lohiya Nagar At Po : P.C.Colony Near
Shalimar Sweets Kankarbagh
Patna (Bihar) -800020

63. Bank of Baroda
Jamui Branch Jangalia Baba Market,
Kutcheri Road, Jamui (Bihar)-811307

64. Bank of Baroda
Khunti Branch
Khunti, Dak Bunglow Road,
Dist- Khunti (Jharkhand)-835210

65. Bank of Baroda
Bariyatu Branch
Opp Bariyatu Nursing Home Shanti Complex,
Bariyatu Road, Ranchi (Jharkhand)-834009

66. Bank of Baroda
Adityapur Branch
Groundfloor, M.P. Nagina Complex Tata Kandra
Road, Adityapur, Jamshedpur, (Jharkhand)

67. Bank of Baroda
Sahebganj Branch
Ground Floor, Mahajan Patti,
Sahebganj, (Jharkhand)-816109

68. Bank of Baroda
Kuju Branch
Ara Road, Kuju, Ramgarh, (Jharkhand)-825316

69. Bank of Baroda
Chakradharpur Branch
Ranchi Chaibasa Main Road, Chakradharpur,
Distt: East Singhbhum, (Jharkhand)-833102

70. Bank of Baroda
Govindpur Branch
Ist floor, Triputi Complex, G. T. Road, Govindpur,
Dhanbad (Jharkhand)-828109

71. Bank of Baroda
Barajamda Branch
Deepa Complex, Main Road
Barajamda (Jharkhand)-833221

72. Bank of Baroda
Daltonganj Branch
K.G. Girls High School Road,
At and Po: Daltonganj,
Palamau (Bihar)-822101

73. Bank of Baroda
Lalpur Chowk Branch
206, 1st Floor, Devarni Complex, Lalpur Road,
Ranchi (Jharkhand)-834001

74. Bank of Baroda
Mihijam Branch
Chittaranjan Po & P.S. Station Road
Mihijam (Jharkhand)-815354

75. Bank of Baroda
Bawana Branch
48, Narela Road, Ist Floor, Bawana,
Delhi-110039

76. Bank of Baroda
Dr. Mukharjee Nagar Branch
855, Ground Floor, Dr. Mukharjee Nagar,
Delhi-110009

77. Bank of Baroda
Durgapuri Branch
B-7, West Jyoti Nagar, Near Durgapuri Chowk,
Delhi-110094

78. Bank of Baroda
Gandhi Nagar Branch
912, Main Road, Kailash Nagar, Delhi-110031

79. Bank of Baroda
Krishna Nagar Branch
E-5/112, Krishna Nagar, Delhi-110051

80. Bank of Baroda
Shahdra Branch
641-B, Loni Road, Delhi-110032

81. Bank of Baroda
Shastri Nagar Branch
E-2/256, Shastri Nagar, Delhi-110052

82. Bank of Baroda
Alipur Branch
75/138, Nehru Enclave, Alipur,
Delhi-110036

83. Bank of Baroda
IP Extension Delhi Branch
Shop No. 2, Rishabh Impex Mall, CSC Plot,
Patparganj, I.P. Extn., Delhi-110092

84. Bank of Baroda
Mid Corporate Branch
Ist Floor, Bank of Baroda Building, 16,
Parliament Street, New Delhi-110001

85. Bank of Baroda
M2K Chowk Delhi Branch
F-19/13, Sector-8, M2K Chowk, Rohini,
Delhi-110085

86. Bank of Baroda
Gohana Branch
Near Samta Chowk, Gohana,
Dist. Sonepat-131301

87. Bank of Baroda
Nangal Raya Delhi Branch
WZ 1390/2, Nangal Raya, Delhi-110046

88. Bank of Baroda
Nanglot Delhi Branch
17/1, Near Bimal Hospital, Main Rohtak Road,
Nangloi, Delhi-110041

89. Bank of Baroda
Netaji Subhash Place Delhi Branch
First Floor, Aggarwal Heights, Plot No. 05,
Netaji Subhash Place, Delhi-110034

90. Bank of Baroda
Sector-15 Rohini Branch
Ground Floor, Pocket-PA, H.No.1, Sector-15,
Rohini, Delhi-110085

91. Bank of Baroda
Ghumarwin Branch
VIII Dakari Chowk. PO & Tehsil,Ghumarwin,
Dist- Bilaspur, Ghumarwin,
Himachal Pradesh-174021

92. Bank of Baroda
Ponta Sahib Branch
Minni Tower, Oppsite PNB, Paonta Sahib,
Dist-Sirmour, Himachal Pradesh-173025

93. Bank of Baroda
Kullu Branch
Asha Deep, Gandhi Nagar, Kullu,
Himachal Pradesh-175101

94. Bank of Baroda
Shalimar Garden Ghaziabad Branch
Upper Ground Floor, S-23, B -Block, Shalimar
Garden-II, Ghaziabad, Uttar Pradesh-201005

95. Bank of Baroda
Gen Next Branch
Tower 2 Stellar IT Park, C 25, Noida,
U.P.-201301

96. Bank of Baroda
Arya Nagar Branch
233, New Arya Nagar, Meerut Road,
Ghaziabad, Uttar Pradesh-201001

97. Bank of Baroda
Murad Nagar Branch
Ward No. 14, Main Road, Main Market,
Murad Nagar, Ghaziabad, Uttar Pradesh-201206

98. Bank of Baroda
Pilakhwa Ghaziabad Branch
42, Milestone, Delhi Garh Road, NH-24,
Pilakhwa, Ghaziabad, U.P.-245304

99. Bank of Baroda
Vaishali Branch
Shop No. 2, C-1, Sector-4, Vaishali,
Ghaziabad, U.P.-201011

100. Bank of Baroda
Bahadurgarh Branch
R N Plaza, Railway Road, Dist, Jhajjar,
Bahadurgarh, Haryana-124507

101. Bank of Baroda
Sohna Road
Unit No. 06,Tower-B, Vatika Business Park,
Shohna Road, Sector-49, Gurgaon,
Haryana-122101

102. Bank of Baroda
Barwala Branch
Near Bus Stand, Paonta Sahib Road,
VPO Barwala, Panchkula, Haryana-134118

103. Bank of Baroda
Pehowa Branch
Ambala Road, Pehowa, Haryana-136128

104. Bank of Baroda
Pinjore Branch
1330 B -1, Ward No. 4, Abdulapur, Pinjore,
Panchkula, Haryana-134102

105. Bank of Baroda
Ramnagar Branch
48, Ramnagar, Karnal, Haryana-132001

106. Bank of Baroda
Saha Branch
Saha, Near Rajiv Gandhi Chowk,Distt. Ambala,
Haryana-133104

107. Bank of Baroda
Sector-14 Panchkula Branch
SCO 204, Sector 14, Panchkula,
Haryana-134113

108. Bank of Baroda
Taraori Branch
MS Bhagwati Rice Mill, Near GT Road, Taraori,
Haryana-132116

109. Bank of Baroda
Model Town Branch
225L, Model Town, Panipat,
Haryana-132103

110. Bank of Baroda
Sector-16 Faridabad Branch
SCO No. 3, Sector-16, Faridabad,
Haryana-121002

111. Bank of Baroda
Sector-23 Gurgaon Branch
SCO 40, Sector 23, Gurgaon, Haryana-122001

112. Bank of Baroda
Adampur Hissar Branch
High School Road, Near Rajendra Hospital,
Mandi, Adampur, District-Hissar,
Haryana-125052

113. Bank of Baroda
Grain Market Karnal Branch
Plot No. 417 & 418, New Grain Market, Karnal,
Haryana-132001

114. Bank of Baroda
Naraingarh Branch
Tractor Market, Sudhoura
Road,Naraingarh,District- Ambala,
Haryana-134203

115. Bank of Baroda
Pindara Branch
Jaunpur Road,
District Varansi- 221006 (U.P.)

116. Bank of Baroda
Kerakat Branch
Kerakat, District Jaunpur-222142 (U.P.)

117. Bank of Baroda
Chandauli Branch
G.. T. Road, District Chandauli-232104 (U.P.)

118. Bank of Baroda
Badalapur Branch
Badalapur, Badalapur Chauraha,
District Jaunpur-222161 (U.P.)

119. Bank of Baroda
Marihahu Branch
Machli Shahar Road, Opposite Post Office,
District Jaunpur-222161 (U.P.)

120. Bank of Baroda
Jalalpur Maphi Branch
Jalalpur Maphi, District Mirzapur-231304 (U.P.)

121. Bank of Baroda
Jamnipur Branch
Jamnipur,
District S.R.D. Nagar-221401 (U.P.)

122. Bank of Baroda
Naiganj Branch
Polytechnic Chauraha, Naiganj,
District Jaunpur-222002 (U.P.)

123. Bank of Baroda
Pandeypur Branch
Pandeypur, C-9/471-C,
Jaiswal Cold Storage Compound,
District Varanasi-221002 (U.P.)

124. Bank of Baroda
Vikas Bhawan, Bareilly Branch
Anand Ashram Road,
Vikas Bhawan, Bareilly-243001(U.P.)

125. Bank of Baroda
Meerganj Bareilly Branch
Kamla Market, G.T. Road,
Opposite SBI, Meerganj,
District, Bareilly-243504 (U.P.)

126. Bank of Baroda
Ramnagar, Bareilly Branch
Opposite-Jain Mandir
Aonla Shahabad Road, Ramnagar,
District Bareilly-243703 (U.P.)

127. Bank of Baroda
Vikas Bhawan, Shahjahanpur Branch
Opposite Vikas Bhawan, Kutcheri Road,
District Shahjahanpur-242001 (U.P.)

128. Bank of Baroda
Maqsoodapur, Shahjahanpur Branch
Main Market Maqsoodapur,
Near Bajaj Hindustan Ltd.
District Shahjahanpur-242042 (U.P.)

129. Bank of Baroda
Harharpur Matkali, Bareilly Branch
Harharpur Matkali, Main Road,
Tehsil-Nawabganj, Block-Nawabganj,
District-Bareilly-243407 (U.P.)

130. Bank of Baroda
Bhaua Bazar, Bareilly Branch
Bhaua Bāzar, Main Road, Block Bhadpura,
Tehsil-Nawabganj, Dist. Bareilly (U.P.)-243407

131. Bank of Baroda
Karmchari Nagar, Bareilly Branch
Karmchari Nagar Road, Mini Bye Pass,
Near Bipin & Bhaskar Hospital,
Bareilly-243001 (U.P.)

132. Bank of Baroda
Shubhash Nagar, Bareilly Branch
752, Tilak Colony,
Shubhash Nagar, Bareilly-243001(U.P.)

133. Bank of Baroda
Green Park, Bareilly Branch
Arman Height,Opp. Green Park,
Bisalpur Road, Bareilly-243001(U.P.)

134. Bank of Baroda
Aliganj, Bareilly Branch
Main Road, Aliganj
Dist. Bareilly-243302(U.P.)

135. Bank of Baroda
Ramnagar Colony, Shahjahanpur Branch,
Mohalla Dilzac, Ramnagar,
Near Nigohi Road,
Dist. Shahjahanpur- 242001(U.P.)

136. Bank of Baroda
FGIET Raebareilly Branch
FGIET Ratpur,
Raebareilly-229001(U.P.)

137. Bank of Baroda
Rana Nagar Raebareilly Branch
Rana Nagar, Raebareilly-229001(U.P.)

138. Bank of Baroda
Harchanpur Branch
Baroda Station Road, Harchanpur-229303(U.P.)

139. Bank of Baroda
Aliganj Branch
Aliganj, Sultanpur-227805 (U.P.)

140. Bank of Baroda
Bandhuakal Branch
Bandhuakal, Sultanpur-222801(U.P.)

141. Bank of Baroda
Baraunsa Branch
Baraunsa Sultanpur-228120 (U.P.)

142. Bank of Baroda
Gosaiganj Branch
Gosaiganj, Sultanpur-228119 (U.P.)

143. Bank of Baroda
Hanumanganj Branch
Hanumanganj, Sultanpur-228001 (U.P.)

144. Bank of Baroda
Kadipur Branch
Sultanpur-228145 (U.P.)

145. Bank of Baroda
Kamtaganj Branch
Kamtaganj, Sultanpur-228131 (U.P.)

146. Bank of Baroda
Motigarpur Branch
Motigapur, Sultanpur-228132 (U.P.)

147. Bank of Baroda
Kurebhar Branch
Sultanpur-228151 (U.P.)

148. Bank of Baroda
Amauli Branch
Amauli, Fatehpur-212631 (U.P.)

149. Bank of Baroda
Radha Nagar, Fatehpur Branch
Radha Nagar, Gazipur Road,
Fatehpur-212601 (U.P.)

150. Bank of Baroda
Ken Society Branch
Kashipur, Uttarkhand-242521

151. Bank of Baroda
D.S.B. College Branch
Nainital, Uttarkhand-263135 (U.P.)

152. Bank of Baroda
Aawas Vikas Branch
Rudrapur, Uttarkhand--241578 (U.P.)

153. Bank of Baroda
Nanakmatta Branch
Main Market,Khatima Road,
Dist. U.S. Nagar, Uttarkhand-262311

154. Bank of Baroda
Nirmal Nagar Branch
Vill-Shakti Farm, P.O. Barua,
Bagjhari, Sitarganj, Udham Singh Nagar
Uttarakhand-263151

155. Bank of Baroda
Dineshpur Branch
Dineshpur, Dist. U.S. Nagar,
Uttarkhand- 263160

156. Bank of Baroda
Shiv Nagar Branch
Vill -Shiv Nagar, Puranpur
Dist. Pillibhit
U.P. -262122

157. Bank of Baroda
Jahangirabad Branch
Anupshahar bus stand,Jahangirabad,
Bulandshahar-202394

158. Bank of Baroda
Raya Branch
Sadabad Road, Raya, Mathura

159. Bank of Baroda
Sahaswan Branch
Tahasil Sahaswan
Badaun

160. Bank of Baroda
Gunnaur Branch
Near Block Office,Gunnaur, Badaun.

161. Bank of Baroda
Dataganj Branch
Near Bus Stand, Dataganj,
Badaun-243637

162. Bank of Baroda
Gowardhan Chowk Branch
Gowardhan Chowk, Mathura

163. Bank of Baroda
Trans Yamuna Branch
Near Vandana Nursing Home,
Trans Yamuna, Agra-282006

164. Bank of Baroda
Dibiyapur Branch
N.T.P.C. Road,
Dibiyapur, Auriya-206244

165. Bank of Baroda
Jhijhak Branch
Ward No. 8,Om Nagar,
Main Street, Rail Bazar, Jhijhak,
Dist. Rambai Nagar Pin-209302

166. Bank of Baroda
Singhpur Branch
Plot No. 684, Singhpur Chauraha,
Singhpur, Dist. Kanpur Nagar
Pin-208017

167. Bank of Baroda
Yashoda Nagar Branch
128/132, "Y" "I" Block,
Yashoda Nagar, Kanpur Pin-208011

168. Bank of Baroda
Rawatpur Gaon Branch
1059, Ganesh Nagar, Rawatpur Gaon,
Kanpur Pin- 208019

169. Bank of Baroda
Rura Branch
Station Road, Rura, Dist. Rambai Nagar,
Pin- 209303

170. Bank of Baroda
Jagaipurva Branch
51 B (4B), Pokharpur, Lalbangla,
Kanpur, Pin- 208007

171. Bank of Baroda
Maudaha Branch
Near Bus Stand,Tehsil Road,
Maudaha, Post Ragaul, Dist. Hamirpur
Pin- 210507

172. Bank of Baroda
Rania Branch
Opp. Rania Police Station, Post Rania,
Dist. Ramabai Nagar Pin- 209304

173. Bank of Baroda
Medical College Branch
1908, Shivaji Nagar,
Medical College Road, Jhansi
Pin- 284001

174. Bank of Baroda
Kalpi Branch
407/349, Turnerganj, Kalpi,
Dist. Jalaun Pin- 285204

175. Bank of Baroda
Imliha Branch
Plot No. 7,Shrinagar, Imliha, Chaubepur,
Post Tatyaganj, Dist. Kanpur Nagar,
Pin- 209217

176. Bank of Baroda
J 23, HIG, Word Bank Barra,
Karhi 80 Ft. Road, Kanpur Pin-208027

177. Bank of Baroda
Antiya Talab Branch
1385, Sharda Hills Colony,
New Basti, Jhansi, Pin- 284001

178. Bank of Baroda
Ratanlal Nagar Branch
572, Block RN,Yojna No. 2,
Ratan Lal Nagar, Kanpur-208022

179. Bank of Baroda
Lakhanpur Branch
15, Vikas Nagar, Kanpur Pin- 208024

180. Bank of Baroda
Kalyanpur Branch
Raj Complex, G C2, Panki Main Marg,
Avas Vikas, Kalyanpur, Kanpur, Pin- 208017

181. Bank of Baroda
Mid Corporate Branch
Radiance Town, 7/119, Swaroop Nagar,
Near Arya Nagar Chowk, Kanpur
Pin- 208002

182. Bank of Baroda
Vinoba Nagar Branch
127/443, 'S' Block, Juhi,
Vinoba Nagar, Kanpur, Pin- 208014

183. Bank of Baroda
Balaisa Branch
Dakghar - Ajamgarh, Block Palhani
Teh. Ajamgarh,
Zila Ajamgarh,
Uttar Pradesh Pin- 276001

184. Bank of Baroda
Chamanganj Branch
Place- Chamanganj Bazaar, Village-
Karamdanda, Post- Gauhana
Block - Malikpuri, Tehsil-Malikpuri,
Dist. Faizabad, Uttar Pradesh Pin- 224127

185. Bank of Baroda
Civil Lines Basti Branch
Road -Malviya Road, Place - Navyug Medical
Center Pvt. Ltd., Post- Basti,
Dist. Basti, Pin- 272001

186. Bank of Baroda
Devkali Branch
Bypass Crossing, Post - Faizabad,
Dist. Faizabad, Uttar Pradesh
Pin- 224001

187. Bank of Baroda
Ghosi Branch
Building - Mirza Jamalpur, Road- Main Road,
Place - Majwara Road, Post -Ghosi,
Block - Ghosi, Dist. - Ghosi,
Dist. Mau, Uttar Pradesh, Pin- 275305

188. Bank of Baroda
Kaisarganj Branch
Near State bank of India
Kaisarganj Road, Bahraich Road,
Post - Kaisarganj, Tehsil,- Kaisarganj,
Dist.- Baharaich, Uttar Pradesh
Pin- 271903

189. Bank of Baroda
Payagpur Branch
Near Payagpur, Bus Stop,
Post- Payagpur, Block&-Payagpur,
Tehsil - Baharaich, Uttar Pradesh
Pin- 271871

190. Bank of Baroda
Rani Mau Branch
Post- Rani Mau Bhatti, Block- Mawai
Tehsil- Rudauli, Dist. - Faizabad
Uttar Pradesh, Pin- 225408

191. Bank of Baroda
Rasra Branch
Building -A.P. Tower, Road- Baliya Road,
Place- Near Bhagat Singh Chauraha,
Block-Rasra, Tehsil- Rasra, Dist. - Baliya,
Uttar Pradesh Pin-221712

192. Bank of Baroda
Palia Kalan Branch
Sampoorna Nagar, Bypass Road,
Palia Kalan, Dist. Lakhimpur
Pin- 262902

193. Bank of Baroda
Transport Commissioner's Office Branch
Transport Commissioner's Office, Near Shahid
Smarak, Tehri Kothi, Lucknow -226001

194. Bank of Baroda
Vibhuti Khand Branch
V-23, Vibhuti Khand,Gomati Nagar,
Lucknow-226010

195. Bank of Baroda
Asset Recovery Management Branch
Baroda House, V-23, Vibhuti Khand,
Gomati Nagar, Lucknow- 226010

196. Bank of Baroda
Bakshi Ka Talab Branch
Sitapur Highway, Bakshi Ka Talab,
Lucknow- 227202

197. Bank of Baroda
Sidhauli Branch
Mishrikh Road, Sidhauli, Dist.-Sitapur
Pin- 261303

198. Bank of Baroda
Mohanlal Ganj Branch
Main Raibareilly Road, Mau,
Mohanlal Ganj, Lucknow-227305

199. Bank of Baroda
292/132, Katra Azambegh, Victoria Street,
Nakkhas Chowk, Lucknow- 226003

200. Bank of Baroda
C-13/110, Rajaji Puram,
Lucknow- 226017

201. Bank of Baroda
Vikas Nagar Branch
301/3, Sector-9, Vikas Nagar,
Lucknow - 226022

202. Bank of Baroda
Chinhat Branch, Main Dewa Road, Maitiyari
Chauraha, Chinhat, Lucknow - 227015

203. Bank of Baroda
Mohann Road Branch
Dr. Shakuntala Mishra Rehabilitation
University, Budheshwar Mandir Chauraha,
Mohann Road, Lucknow - 226017

204. Bank of Baroda
Malihabad Branch
Village- Malihabad, PO- Malihabad,
Dist.-Lucknow, Pin - 227111

205. Bank of Baroda
Sarojini Nagar
578/698-A, Luxman Nursery-Gauri Bazar,
Sarojini Nagar, Lucknow-226008

206. Bank of Baroda
Banthara Branch
Village- Banthara, Lucknow- Kanpur Road,
Lucknow - 227101

207. Bank of Baroda
Jankipuram Extension Branch
Mukut Trade Centre,Gole Chauraha,
CP-1, Sector-5, Jankipuram Extension,
Lucknow - 226021

208. Bank of Baroda
Daliganj Branch
493/72, Pannalal Road, Daliganj,
Lucknow - 226021

209. Bank of Baroda
Biswan Branch
85-A, Thawai Tola, Biswan- Sitapur Road,
Biswan, Dist.- Sitapur, Pin- 261201

210. Bank of Baroda
Balamau Branch
Opp. Post Office, Lucknow Hardoi Road,
Balamau Dist. - Hardoi, Pin- 241126

211. Bank of Baroda
Gola Gokarnnath Branch
Sri Laxmi Niwas, Near Sri Ram Mandir,
Lakhimpur Road, Gola Gokarnnath
Dist. - Lakhimpur, Pin- 268202

212. Bank of Baroda
Old Sitapur Branch
251-A, City Station Road,
Kot Old Sitapur, Pin- 262802

213. Bank of Baroda
Fatehpur Branch
Moh Bazar, Munshiganj, Fatehpur
Dist. - Barabanki, Pin - 225305

214. Bank of Baroda
Bhitaria Branch
Near Petrol Pump, Bhitaria,
Dist.- Barabanki, Pin- 225409

215. Bank of Baroda
Raniganj Branch
Raniganj, Dist.- Pratapgarh, U.P.
Pin - 230304

216. Bank of Baroda
Karchhana Branch
Karchhana, Dist. - Pratapgarh. U.P.
Pin - 212301

217. Bank of Baroda
Sirathu Branch
Dhata Road, Sirathu, Dist.- Kaushambi
U.P. - 212217

218. Bank of Baroda
George Town Branch
68/6C/1C, CY, Chintamani Road,
George Town, Dist.- Allahabad
Pin - 211002

219. Bank of Baroda
Jasra Branch
Vill & PO. - Jasra, Dist.- Allahabad,
Pin - 212107

220. Bank of Baroda
Mauaima Branch
Town Area Road, Mauaima,
Dist.-Allahabad, Pin - 212501

221. Bank of Baroda
Vikas Nagar Branch
Dist. Dehradun, Uttarakhand-248001

222. Bank of Baroda
Jhunsi Branch
9/102, Avas Vikas Colony, Yojna-3,
Jhunsi, Allahabad - 211205

223. Bank of Baroda
Phaphamau Branch
56/15, A/2, Shri Ganga Complex,
Phaphamau, Tehsil- Soraon, Allahabad,
Pin- 211013

224. Bank of Baroda
Faizabad Road Branch
173, Ba Sahodapur (West), Pratapgarh
U.P. -230001

225. Bank of Baroda
Koraon Branch
Vill & Post-Koraon, Dist.- Allahabad
Pin- 212306

226. Bank of Baroda
Sahson Branch
Vill & Post- Sahson, Dist.-Allahabad
Pin - 221507

227. Bank of Baroda
Mama Bhanja ka Talab Branch
Vill -Mama Bhanja ka Talab,
Post- Naini, Allahabad- 211008

228. Bank of Baroda
Mumfordganj Branch
268A, Stanley Road, Mumfordganj,
Allahabad-211002

229. Bank of Baroda
Padila Mahadev Branch
Vill -Padila, Mauza-Jetwardih, Pargana &
Tehsil-Soraon, Dist. -Allahabad U.P.-212502

230. Bank of Baroda
Rajrooppur Branch
683, Rajrooppur, Allahabad. U.P.
Pin- 211011

231. Bank of Baroda
Teliyarganj Branch
B-6, Axad Market, Teliyarganj,
Allahabad-U.P. -211004

'B' Region

232. Bank of Baroda
New Nasik Kalwan Road Dindori, Nasik-422202
Maharashtra

233. Bank of Baroda
Laxmi Bldg. Main Road, Usmanabad - 413501,
Maharashtra

234. Bank of Baroda
Regional Office, Plot No. 120, N3 Sidco,
Aurangabad- 431005, Maharashtra

235. Bank of Baroda
Plot No. 104,CTS No. 16035 behind Telephone
Office, Sahakar Nagar, Aurangabad-431005,
Maharashtra

236. Bank of Baroda
Dwarka Circle branch
Time Square Complex,Ground floor, Near Dwarka
Circle, Mumbai Agra High way, Nasik-422011, .
Maharashtra

237. Bank of Baroda
Madhugandha Complex,Trimbakdas Patel Nagar,
Near Devi Mandir, Paithan - 431107, Dist.
Aurangabad, Maharashtra

238. Bank of Baroda
Gangapur Branch,Opp Police Quarters, Lasur
Naka, Gangapur-431109, Maharashtra

239. Bank of Baroda
Po. Sakuri Tal Rahata-423107
Dist. Ahamadnagar, Maharashtra

240. Bank of Baroda
Plot No. A1, Ground Floor, Plot No. A1, CTS: 2113/
K/2, E-Ward, Ruikar Colony, Kolhapur-416005,
Maharashtra

241. Bank of Baroda
Sangrul Phata, Koparde, Kolhapur-416204
Maharashtra

242. Bank of Baroda
C. S. No. 2082, Plot No. 51, Jaysingrao Park,
Kagal-416216, Maharashtra

243. Bank of Baroda
Aniket Shoping Centre, Khed Dapoli Road,
Dist : Ratnagiri, Khed- 415709, Maharashtra

244. Bank of Baroda
F-119, Bhawani Palace Building Near Govt.
Rest House, Salaiwada, Sawantwadi-416510,
Maharashtra

245. Bank of Baroda
Afonso Residency, Ground Floor,
Shop No. 456, St. Cruz Main Road,Taleigao,
Goa - 403002, Maharashtra

246. Bank of Baroda
Saikrupa, House No. 1256, Ground Floor,
Tilak Path, Gadhinglaj-416502, Maharashtra

247. Bank of Baroda
Sayantara Complex, E- Ward, Near Vivekanand
College, Tarabai Park, Dist. Kolhapur - 461003,
Maharashtra

248. Bank of Baroda
Hattargi Complex, Bazaar Peth, Main
Road,Gargoti, Dist. Kolhapur-416209,
Maharashtra.

249. Bank of Baroda
Plot No. 6,7 Shyam Nagar Manish Nagar Belatrodi
Road, Nagpur-440015, Maharashtra

250. Bank of Baroda
Prathamesh Raja Plot No. 201/A Untkhana Chowk,
Main Road, Medical Chowk Nagpur-440009,
Maharashtra

251. Bank of Baroda
Shop No. 5, 6, 7, 8 Upper Ground Floor,
Paras Plaza II, Rishad Washim Highway,
Washim-444505, Maharashtra

252. Bank of Baroda
Plot No. 260, Nara Ringh Road,
Near BPL Pump, Jaripatka-440014,
Maharashtra

253. Bank of Baroda
Plot No. 1153 Near Hudkeshwar Chowk,
Ganaraj Hall, Ring Road, Manewada-440034,
Maharashtra

254. Bank of Baroda
Rajat Arked, Plot No. 51 MID C wadi,T Point
Nagpur-440023, Maharashtra

255. Bank of Baroda
Ballarpur Paper Industries
Dist. Chandrapur-442701, Maharashtra

256. Bank of Baroda
Plot No. 177 Trimurti Nagar Pratap Nagar, Ring
Road, Nagpur- 440025, Maharashtra

257. Bank of Baroda
Indira Market Road, Wardha-442001,
Maharashtra

258. Bank of Baroda
Kannamwar Square, Virani Talkies Road
Vani-445304, Dist Yawatmal, Maharashtra

259. Bank of Baroda
Shop No. E 1,2,3 F 1,2,3 Nagar Parishad Bhavan,
Main Road, Amravati- 444906, Maharashtra

260. Bank of Baroda
Rajiv Gandhi Chowk, Takiya Varad Tumsar
Highway, Bhandara-441904, Maharashtra

261. Bank of Baroda
Plot No. 1, Lane No. 23, Op Vidarbha Coop Society
Near Bus Stop Amravati Road Achalpur Camp
Paratwada-444805, Maharashtra

262. Bank of Baroda
Plot No. 13, Raghuvir Society, Main Road
Amravati Sai Nagar, Amravati-444701,
Maharashtra

263. Bank of Baroda
Plot No. 22, Ward No. 8, Main Road,
Thakre Chowk Deoli-442401,
Dist : Wardha, Maharashtra

264. Bank of Baroda
Plot No. 52, Suyoug Nagar, Narendra Nagar,
Ring Road, Nagpur-440022, Maharashtra

265. Bank of Baroda
Shop No. 19-20, S. No. 158/2/1,
159/1 King Square Opp Medi Point Aundh
Pune-411007, Maharashtra

266. Bank of Baroda
Kachare Classic CTS 1081, S.No. 18/A/1A/1/1/1
Erandavana, Pune-411029, Maharashtra

267. Bank of Baroda
S. No. 38, Dhankawadi, Pune Satara Road, Pune-
411043, Maharashtra

268. Bank of Baroda
S.No. 1690-Pune Nasik Road Bhosari,
Pune-411039, Maharashtra

269. Bank of Baroda
Malad Tal Baramati Dist Pune-413102,
Maharashtra

270. Bank of Baroda
The Sovergen Shop No. 1, 2 Kalyani Nagar Pune-
411006, Maharashtra

870 GI/13 - 7

271. Bank of Baroda
Kornark, Indrau 114-117 Near Konark Puram
Kondhwa, Pune-411045, Maharashtra

272. Bank of Baroda
Manali Apts, Dehanukar Colony Kothrud,
Pune - 411038, Maharashtra

273. Bank of Baroda
Sanas Plaza, A 10 Sansun Nagar-Talegaon
Dabhade -410 587, Maharashtra

274. Bank of Baroda
Near National Petro, Pune Solapur Road,
Bhigwan- 413132, Maharashtra

275. Bank of Baroda
Riddhi Siddhi Aprts, 120, AB TP No. 545, sub
Plot No. 28 Sinhgad Road, Pune-411030,
Maharashtra

276. Bank of Baroda
Venus Garden, Plot No. 14/1 Kharadi, Pune-
411014, Maharashtra

277. Bank of Baroda
Shop No. 2, S No. 90, Lakshya Deep Palace
A Wing Pimpale Soudagar-411027,
Maharashtra

278. Bank of Baroda
Kudale Sai Samruddhi, S. No. 30/1, Sinhagad Road,
Manik Baug-411051, Maharashtra

279. Bank of Baroda
1171 Brahmanshahi, Near Civil Hospital Wai
Satara- 412803, Maharashtra

280. Bank of Baroda
Ambika Nagar, Opp. Temple, Pune Solapur
Highway, Indapur-413106, Maharashtra

281. Bank of Baroda
Raviwar Peth, Near Chatrapati Shivaji Statute
Phaltan Dist Satara-415523, Maharashtra

282. Bank of Baroda
Bharat Sikshan Prasarak Mandal
Barshi Sholapur Road, North Solapur
Wadala- 413222, Maharashtra

283. Bank of Baroda
4139 Drone Lane Prasannadatta Road, Barshi,
Dist. Solapur-413 401, Maharashtra

284. Bank of Baroda
Shop No. 3, 4, 5, 6 Boyana Vista Plot No 58
Vimannagar Pune-411 014, Maharashra

285. Bank of Baroda
Sector 59 Mohali Branch
SCF 53, Phase 5, Sector 59, Sas Nagar, Mohali,
Punjab -160059

286. Bank of Baroda
Dhuri Branch
Dhuri Pind Road, Near BDO Office, Dhuri,
Punjab-148024

287. Bank of Baroda
Mahilpur Branch
Near Bus Stand, Mahilpur,
Distt. Hoshiarpur, Punjab -146105

288. Bank of Baroda
Kotkapura Branch
Main Moga Road, Near Kotkapura Bus Stand,
Kotkapura, District- Faridkot, Punjab-151204

289. Bank of Baroda
Mansa Branch
Gaushala Market, Gaushala Road, Mansa,
Punjab- 151505

290. Bank of Baroda
Mukerian Branch
Ward No. 1, Adarsh Nagar, Mukerian,
District-Hoshiarpur, Mukeri, Punjab-144211

291. Bank of Baroda
Muktsar Branch
New Grain Market, Muktsar, Punjab - 152026

292. Bank of Baroda
Ropar Branch
SCO 32, Beant Singh, Aman Nagar, Bela Road,
Roop Nagar, Ropar, Punjab - 140001

293. Bank of Baroda
Sunder Nagar Ludhiana Branch
70, Feet Main Road, Sunder Nagar, Ludhiana-
141007, Punjab

294. Bank of Baroda
Tanda Branch
Ward No. 7, Near Shimla Pahari Road, Tanda
Urmar, District- Hoshiarpur, Punjab-144203

295. Bank of Baroda
ARMB Branch
SCO 62/63, Third Floor, Sector 17B, Bank Square,
Chandigarh - 160017

296. Bank of Baroda
Sante Majra Branch
SCF 29, Shivalik City, Sector 127, Sante Majra,
Mohali, Punjab-140307

297. Bank of Baroda
Dholeta Branch
V & PO Dholeta, Block Phillaur, Punjab - 144418

298. Bank of Baroda
Gandhran Branch
V & PO Gandhran, Block Shahkot,
Punjab- 144040

299. Bank of Baroda
Madhpur Branch
V & PO Madhpur, Block Samrala Dist.Ludhiana,
Punjab- 141114

300. Bank of Baroda
Morinda Branch
599, Sugar Mill, Morinda, District: Roop Nagar, Punjab - 140101

301. Bank of Baroda
Punjab, J & K Region
Ist Floor, 24, Vijay Nagar, Football Chowk, Jalandhar-144001, Punjab

302. Bank of Baroda
CBD Belapur Branch,CCI,Gr.Floor, Plot No. 3A Sector-10,CBD Belapur, Navi Mumbai-400614, Maharashtra

303. Bank of Baroda
Tisgaon Naka Branch
Balaji Aptt. Poona Link Road, Kalyan East, Kalyan-421306, Maharashtra

304. Bank of Baroda
Ulhas Nagar Sector 4 Branch
Above Mahadev Dept. Stores, Ist floor, Near Vinus Cinema, Ulhas Nagar -421004 Dist. Thane, Maharashtra

305. Bank of Baroda
Dombivali (W) Branch
Nr. Swami Vivekanand School, Dindayal Cross Road, Dombivli (W) - 421 202, Maharashtra

306. Bank of Baroda
N R I Branch
3rd Floor, Bank of Baroda Bldg. 10/12 Mumbai Samachar Marg, Fort, Mumbai- 400023, Maharashtra

307. Bank of Baroda
P B B Branch
10/12 Mumbai Samachar Marg, Fort, Mumbai-400023, Maharashtra

308. Bank of Baroda
Bandra Kurla Complex Branch
C-26, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai-400 051, Maharashtra

309. Bank of Baroda
CFS Ballard Pier Branch
1st Flr,Walchand Hirachand Marg, Ballard Pier, Mumbai-400001, Maharashtra

310. Bank of Baroda
CFS Fort Branch
4th Floor, Bank of Baroda Bldg., 10/12 Mumabi Samachar Marg, Fort, Mumbai-400023, Maharashtra

311. Bank of Baroda
Kharghar Branch
Shop No. 8, 9,10,11,12, Shri Balaji Krupa Co. op. Society Section-20, Plot No. 194, Khargher, Navi Mumbai-410210, Maharashtra

312. Bank of Baroda
Mira Road Branch
Lord Plaza 1st floor, Nr. Rassaz Multiplex, Mira Road E, Dist. Thane-401107, Maharashtra

313. Bank of Baroda
Thakur Village Branch
Shop 20/21/22/23, Gr. Floor,
Krishna Vasant Sagar Thakur Village Kandivli E, Mumbai-400101, Maharashtra

314. Bank of Baroda
Mind Space Branch
2/3 Kemp Plaza, Chincholi Bunder,
Malad W, Mumbai-400064, Maharashtra

315. Bank of Baroda
Bhayender (E) Branch
Kailash Darshan, 1st floor, Geeta Nagar,
Pathak Rd. Bhayander W, Dist. Thane-401101, Maharashtra

316. Bank of Baroda
Nalasopara (W) Branch
41 Smaypada, Nalasopara W, Dist. Thane, Maharashtra

317. Bank of Baroda
Airoli Branch
Shop No. 1 to 4, Ground Floor,Yash Residency, Plot No.6 Sector-6,Airoli, Navi Mumbai Pin - 400708, Maharashtra

318. Bank of Baroda
Jogeshwari (W) Branch
SV Rd, Jogeshwari (W), Mumbai-400102, Maharashtra

319. Bank of Baroda
Kopar Khairane Branch
Krishna Tower, Plot No. 17, Sector-14. Kopar Khairane, Navi Mumbai, Maharashtra

320. Bank of Baroda
Badlapur Branch
Siddhivinayak Apt. Station Road, Kulgaon, Badlapur (East) - 421504, Maharashtra

321. Bank of Baroda
Sanpada Branch
Elegant Coop. Hsg,Soc., Plot No. 18D, Sector 14 Sanpada- 400705, Maharashtra

322. Bank of Baroda
Virar (W) Branch
Gr. Floor, Shop No. 3/11, Suyash Bldg, Saraswati Baug, Viva College Rd. Virar (W) Dist. Thane-401303, Maharashtra

323. Bank of Baroda
Vasai (W) Branch
1st floor, Anita Chamber, Nr Guruwara Ambadi Rd. Vasai W-401202, Maharashtra

324. Bank of Baroda
Seawood Branch
Shop No. 5 To 8 Dhara Complex Plot No. 3 and 4 Sector 44a,Seawood (W), Navi Mumbai-400706, Maharashtra

325. Bank of Baroda
Uthalsar Naka Branch
Pushapamangal Complex Bildg No. 1, LBS Marg, Uthalasar Naka, Thane W-400601, Maharashtra

326. Bank of Baroda
Central Avenue Powai Branch
Flat No. 1, A-4 To A-6 Cy Press Chs Ltd. Hiranandani Garden Powai, Mumbai-400076, Maharashtra

327. Bank of Baroda
Lokhandwala Branch
Royal Accrd 4, Ground & 1st flr,
120 Ft Road
B D Marg, Lokhandwala Complex Andheri (W), Mumbai-400053, Maharashtra

328. Bank of Baroda
Alibag Branch
301 Krishna Mahal Bldg. Near Mahesh Talkies,Opp Big Splash Hotel,Chendhare, Alibag-402201, Maharashtra

329. Bank of Baroda
Mahavir Nagar Branch
Sanjay Dani Bldg. Next to Datta Mandir, Dahanukar Wadi, Kandivli (W), Mumbai-400067, Maharashtra

330. Bank of Baroda
Vallabh Baug Lane Branch
Shop No. 4, 5& 6, Skiffle Bldg. No. 143, Ghatkopar (East) Mumbai-400077, Maharashtra

331. Bank of Baroda
Bhivandi Branch
Shop No.11-12-13, Near Sumaria Electronics, Next to Giriraj Balaji Banquet Hall, Anjur Phata, Bhiwandi, Dist. Thane-421308, Maharashtra

332. Bank of Baroda
Karjat Branch
Shri Chhatrapati Shivaji Maharaj Mandal, Shivaji Chowk, Near Bajar Peth, Karjat Dist. Raigad-410201, Maharashtra

333. Bank of Baroda
Nilje Branch
Shop No. 1, 2 & 3, Shakuntala Residency, Lodha Heaven, Dombivali Kalyan Sheel Phata, Nilje-421204, Maharashtra

334. Bank of Baroda
Nerual (E) Branch
Shop No. 4, 5, 6A & B, Centurion Office & Shopping Complex, Plot No. 88-91, Sector 19-A,Nerual (E), Navi Mumbai-400706, Maharashtra

335. Bank of Baroda
Gorai Branch
Bunglow Plot No. 155/160, Gorai Shimpoli Rd. Gorai Borivali (W), Mumbai-400091, Maharashtra

336. Bank of Baroda
Sunder Nagar Branch
Gr. Floor, Rajasthan Samelan Edu Trust, New Education Compound, S V Rd. Goregaon (W) Mumabi-400064, Maharashtra

337. Bank of Baroda
Khadakpada Branch
3, Niraj Park, Nr. Mohan Pride, Khadakpada Chowk, Kalyan (W)-421301, Maharashtra

338. Bank of Baroda
Boisar (W) Branch
101 to 106, First Floor, Oswal Empire Bldg. 'G', Mahavir Market, Boisur Tarapur Rd. Dist. Thane, Boisur (W)-401501, Maharashtra

339. Bank of Baroda
Vijaynagari Branch
Shop No. 13 to 18, Green Acre Phase I, Near Vijayanagari Housing Complex, Waghbil Kavesar, Ghodbunder Rd. Thane (W) 400615, Maharashtra

340. Bank of Baroda
Mulund (E) Branch
Shop No. 1 & 2 Vinayak Blessings, 90 Ft Road, Gavanpada, Mulund (E), Mumbai-400081, Maharashtra

341. Bank of Baroda
Manda Titwala Branch
Shop No. 7 to 9 Shriram Plaza, Ganesh Mandir Road, Taluka Kalyan, Dist. Thane-421605, Maharashtra

342. Bank of Baroda
Ulhas Nagar-5 Branch
Sai Plaza, Opp Bahagwan Hospital, Old Bus Stop, Sector 5, Ulhas Nagar-421005, Maharashtra

343. Bank of Baroda
Vashind Branch
Durvankur, Opp BSNL Telephone Office, Sri Ram Nagar, Tal-Shahapur-421604, Maharashtra

344. Bank of Baroda
Flower Valley Branch
ZG 04, Flower Valley Complex, Opp Jupiter Hospital, Near Apollo Pharmacy, Eastern Express Highway, Thane-400601, Maharashtra

345. Bank of Baroda
Nalasopara (E) Branch
Karan A, Shop No. 1 to 6 Majithia Park,Gala Nagar,
Nalasopara E, Dist. Thane, 401203, Maharastra

346. Bank of Baroda
Kausa Mumbra Branch
5 & 6, Dost Apartment, Old Mumbai Pune Road,
Kausa, Dist Thane-400612, Maharashtra

347. Bank of Baroda
Memonwada Branch
Bank of Baroda Bldg. 93,Memonwada Road, Near
Minara Masjid, Mumbai-400035, Maharashtra

348. Bank of Baroda
Minara Masjid Branch
38, Mohmmedali Road, A1-Haj Zakaria Aghadi
Chowk, Mumbai-400003, Maharashtra

349. Bank of Baroda
Morland Road Branch
Gulmarg Apartment, YMCA,
Mumbai-400008, Maharashtra

350. Bank of Baroda
Mustafa Bazaar Branch
Sant Savta Marg, Byculla (E),
Mumbai-400010, Maharashtra

351. Bank of Baroda
Mahim Branch
80, L.J. Road, Mahim West,
Mumbai-400016, Maharashtra

352. Bank of Baroda
Sewree Branch
Unit No. 9 Regal Udyog Bhavan A D Marg Sewri
Mumbai-400015, Maharashtra

353. Bank of Baroda
Null Bazaar Branch
Shop No. 29, Next to Colombo Stroes, Erskine
Road, Null Bazaar, Mumbai-400003, Maharashtra

354. Bank of Baroda
Oshivara Link Road Branch
Shop No. 2, Noor Mahal, Opp Farooq High
School, S.V. Road, Jogeshwari (W), Mumbai-
400102, Maharashtra

355. Bank of Baroda
Seven Bungalow, Versova Branch
Gold Crown, J. P. Road, Seven Bungalow,
Picnic Cottage, Andheri West, Mumbai-400061,
Maharashtra

356. Bank of Baroda
Pali Road Branch
Kakad Apt., Pali Road, Bandra (W)
Mumbai-400050, Maharashtra

357. Bank of Baroda
Vakola Branch
Shree Kailash Co-op Hsg. Sos. Ltd. Nehru
Road Vakola Bridge,Vakola,Santacruz East,
Mumbai-400055, Maharashtra

358. Bank of Baroda
Sainath Road Branch
18, Patel Shopping Centre, Near Subway,
Sainath Road, Malad (W), Mumbai-400064,
Maharashtra

359. Bank of Baroda
LBS Marg Kurla Branch
5 Solanki Apartment, LBS Marg,
Kurla (West) Mumbai-400070, Maharashtra

360. Bank of Baroda
Kanjur Marg Branch
CST No. 115, B/1, Shop No. LBS Marg,
Near Railway Station Kanjur Marg-400028,
Maharashtra

361. Bank of Baroda
Manpada Branch
Aai Bungalow, Near Star Colony,
Manpada Road, Dombivle (E),
Dist Thane-421204, Maharashtra

362. Bank of Baroda
Indian Oil Nagar Branch
Shop No. 1 to 8, Rubin Bldg No. 9,
Premsagar CHS, Mankhurd Govandi Link Road,
Indian Oil Nagar, Govandi Mumbai-400043,
Maharashtra

363. Bank of Baroda
Rabale Branch
P/51/5, TTC Industrial Area, Rabale MIDC,
Near Bhushan Hotel, Navi Mumbai-400701,
Maharashtra

364. Bank of Baroda
Ambarnath Branch
3 Plot No.45, T.A. Bldg. Station Rd.
Ambarnath (W) -421501, Maharashtra

365. Bank of Baroda
Neral Branch
Juna Bazarpeth, Near Ram Mandir, Neral, Taluka-
Karjat, Dist. Raigad-410101, Maharashtra

366. Bank of Baroda
Andheri (E) Branch
Umaji House, Ground Floor, Telli Park Rd. Andheri
(E), Mumbai-400069, Maharashtra

367. Bank of Baroda
Dayadra Branch
Near Masjid Building, Main Road, Dayadra,
Dist. Bharuch

368. Bank of Baroda
Aliyabada Branch
Bank of Baroda Bldg. Bus Stand Road
Nr. Bus Stand, Aliyab, Dist, Jamnagar

369. Bank of Baroda
Bhesan Branch
Bhensali. Via. Vigra, Village Bhensali
Dist. Bharuch

370. Bank of Baroda
Desalpar Branch
Bank of Baroda Bldg. Bus Stand Road,
Nr. Bus Stand Desalpur, Dist. Bhuj

371. Bank of Baroda
Hansot Branch
Sai Complex Near Reliance Petrol Pump,
Ankleshwar Road, Hansot Dist. Bharuch

372. Bank of Baroda
Nizampura Branch
2, 3, A Sahyog Complex, Nizampur,
Kamalkunj Society Fateganj, Dist. Baroda,
Gujarat

373. Bank of Baroda
Kamrej Char Rasta Branch
Village-Navagam, Taluka-Kamrej, Dist. Surat

374. Bank of Baroda
Parivar Char Rasta Branch
Vasu Estate Bldg. Nr. Ambe Petrol Pump
Parivar Char Rasta, Dabhoi Waghodia Ring
Road Dist. Baroda

375. Bank of Baroda
Darbar Chokdi Branch
Omkara Residency, Sun City Road
Majalpur, Baroda, Gujarat

376. Bank of Baroda
Bhensali Branch
Bhensali, Vagra, Village -Bhensali, Bharuch,
Gujarat,

377. Bank of Baroda
Pij Branch
C. T. Patel Mahila Utkarsha Kendra C/o,Pij
Kelvani Mandal Pij, Nadiad Village-Navagam,
Taluka-Kamrej Dist. Surat

378. Bank of Baroda
Tankara Branch
Sadguru Market, 1st floor, Shop No. 1 to 4
Jabalpur-Tankara Cross Road Rajkot Morbi
State Highway Tankara-Rajkot, Gujarat

379. Bank of Baroda
Botad Branch
Meghani Chambers, 1st floor, Shop No. 1-17,
Padiyad Road, Haveli Chowk, Botad Dist.
Bhavnagar

380. Bank of Baroda
Tarapur Branch
First Floor, Laxmi Plaza, Nr. Mahi Canal Colony,
Tarapur, Anand

381. Bank of Baroda
Samapur Branch
Samopore Sanskruti Bhavan, Navsari Dandi
Main Road Nr. Dhudaria Falia Samapur
Ta. Jalalpore Dist. Navsari

382. Bank of Baroda
Sevalia Branch
Lalaji Complex, Ahmedabad Indore Highway,
Sevalia, Thasra, Kheda, Gujarat

383. Bank of Baroda
Kalana Branch
Teta Cable India (P) Compound,
Tara Nano Plant Road Opp. Charodi Railway
Station, Kalana

384. Bank of Baroda
Bhiloda Branch
Opp. Sahkar Jin, Idar Road, TA Bhiloda
Dist Sabarkantha

385. Bank of Baroda
Adipur Branch
Plot No. 85, Ground floor, Ward No. 5A,
Ram Baug Hospital Road, Dist. Kutch

386. Bank of Baroda
Mahudha Branch
Nagar Seva Sadan At & PO Mahudha,
Kheda, Gujarat

387. Bank of Baroda
New Ranip Branch
15-18, Grd, floor, Shlok Residency
Opp. Aalok Residency, 80 ft Ring Rd.
Ahmedabad

388. Bank of Baroda
Ghastlodiya Branch
Grd. flr, Shop No. 65-70 Devnandan Complex
Chanakyapuri Over Bridge, Ahmedabad

389. Bank of Baroda
Kathwada Branch
Diya Mangal Arcade, Shop No. 6, 7, 8, 9 &
Shed-1 Divya Mangal Corp. Kathwada Char
Rasta Kathwada

390. Bank of Baroda
Asoj Branch
Panchayat Bldg. Savli Road, Asoj

391. Bank of Baroda
Bhatiya Branch
Main Bazar, Post Office, Bhatiya
Dist. Jamnagar

392. Bank of Baroda
Puna Branch
Plot No. 12, 13 Puna, Khumbharia Road,
Surat

393. Bank of Baroda
Dhanera Branch
Balaji Plaza, Dhanera Banaskantha

394. Bank of Baroda
New VIP Road Branch
Shree Avenue
New VIP Road
Kareli Baug

395. Bank of Baroda
Chansad Branch
Panchayat Bldg, Chansad

396. Bank of Baroda
Rakholi Branch
1st floor, Ratan Complex
Sayle Road, Dist. Silvasa
Dadar & Nagar Haweli

397. Bank of Baroda
Visavadar Branch
Opp. Gathani Charitable Trust Hospital
Bus Station Road
Viasavadar, Dist. Junagad

398. Bank of Baroda
Rajula Branch
Shiv Shakti Shopping Centre
Shop No. 25 to 28, Jafrabad Rd.
Rajula Dist. Amreli

399. Bank of Baroda
Dhari Branch
Shrinathji Arcade, 1st Floor
Shop No. 16-18, Amreli Road
Opp. ST Bus Road
Dhari, Dist. Amreli

400. Bank of Baroda
Gadhshisha Branch
Nr. Patidar Wadi
Nava Yas, Shethia Chowk
Gadhshisha , Dist. Kutch

401. Bank of Baroda
Prantij Branch
LIC of India Bldg, Approach Road,
Prantij, Distt. Sabarkantha

402. Bank of Baroda
Himmatnagar Branch
Mehtapura Circle,
Vijapur-Himmatnagar Road
Himmatnagar.

403. Bank of Baroda
ODE Branch
Ram Kutir Banglow
Nr. ODE Urban Co-op Bank Ltd.
Main Bazar, ODE
Dist Anand

404. Bank of Baroda
Vallabh Vidyanagar Road Branch
Nr. Divine Dining Hall,
Besides Prathana Vihar Complex
Anand Vidya Nagar Road
Anand

405. Bank of Baroda
Atali Branch
Bank Falia , At.& PO Atali
Tal,Vagra, Gujarat

406. Bank of Baroda
Welfare Hosp.Chowkdi Branch
Plot No. 1 , Aman Park,
Dahej by pass Road,
Jambusar Chokdi, Dist.Bharuch

407. Bank of Baroda
Karodara Char Rasta Branch
Shop No. 8, 9, 10, 11
Satkar Complex, AT & PO.Kadodara
Dist. Surat

408. Bank of Baroda
Vesu Bharthana Rd. Surat Branch
Soham Squre, New VIP Road,
Bharthana-Althan Road
Bharthan, Tehsil, Choryasi Dist.Surat

409. Bank of Baroda
Hanjer Chamber Surat Branch
1st floor, Hanjar Chamber,
Zampa Bazar
Salabatpura, Head Post Office
Tehsil-Choryasi, Dist-Surat

410. Bank of Baroda
Salapose Road Branch
Alif Complex, Salapas Road
Nr. Relief Cinema,
General Post Office, Ahmedabad

411. Bank of Baroda
Bazar Chowk Branch
Zakaria Aghadi Hall Bldg.
Bazar Chowk, Dhoraji
Rajkot, Gujarat

412. Bank of Baroda
Jsmiyatpura Branch
Inland of Container Corp. of India Ltd.
P.O. Jamuyatpura, Nr.Khodiyar Railway Station,
T A & Dist. Gandhinagar

413. Bank of Baroda
Adada Branch
Adada Village, Adada
Dist Navsari

414. Bank of Baroda
MID Corporate Branch
2nd floor, Bank of Baroda Towers
Law Garden, Ellisbridge
Dist Ahmedabad

415. Bank of Barod
Bhesan Branch
At. Bhesan, Via-Rander
Tal.Choryasi, Post. Bhesan
Dist Surat

416. Bank of Baroda
Limbdi Branch
Samrudhdh Complex
1st floor, Green Chowk
Station Road, Nr. Luhar-Suthar Wadi
Limbdi - 363421 Dist. Surendranagar

417. Bank of Baroda
Ambali Branch
Opp.Bagaidol Dodh Utpadad Mandali Ltd.
At.Bagaidol, PO-Ambali,
Tehsil- Godhra, Dist.Panchmahal

418. Bank of Baroda
Talaja Branch
Five Star Complex, 1st floor
Station Road
Talaja - 364140

419. Bank of Baroda
Palanpur Patia Branch
G/2-5, Modern Shoppe
Palanpur Patia, Rander Road,
Tal-Choryasi, Surat-3950 17

420. Bank of Baroda
Naranpur Pasayta Branch
Swami Narayan Temple (Ladies)
Naranpar Pasayta, - 370429

421. Bank of Baroda
Kavitha Branch
Kavitha Seva Sarkari Mandal Bldg.
Post. Kavitha, Dist. Bharuch

422. Bank of Baroda
University Rd Branch
Nakshtra Complex
3, 150 feet Ring Road
Nr. Raiya Telephone Exchange
Post Off. -University Road
Dist. Rajkot

423. Bank of Baroda
Becharaji Branch
Opp.Sukhadiya Samajni Wadi, Nr. Ice Factory,
Post-Becharaji

424. Bank of Baroda
Netrang Branch
Essar Petrol Punp Compund
Nr. Jin Bazar, Post Netrang Dist. Bharuch

425. Bank of Baroda
Sarsa Branch
Indumati Estate Bldg.
Nr. Bus Stand,
At. & PO, Sarsa
Dist Anand Pin- 388365

426. Bank of Baroda
Gotri Road Branch
1-5, Senate Square
Opp. Gangotri Complex
Gotri Road P.O. Gotri, Dev Block
Baroda, Dist. Baroda

427. Bank of Baroda
Dhandhuka Branch
Faruk Talkies, Lato Bazar
Dhandhuka, Dist. Ahmedabad
Pin-382460

'C' Region

428. Bank of Baroda
Alwaye Branch,
Lourde Centre, Sub Jail Road,
Alwaye, Emakulum Dist. Kerala - 683101

429. Bank of Baroda
Adoor Branch,
Santosh Building, M.C. Road, Adoor,
Pathanamthitta, Dist. - 691523 (Kerala)

430. Bank of Baroda
Panampilly Nagar Branch,
28/94, Panampilly Avenue,
Panampilly Nagar, Cochin - 682036

431. Bank of Baroda
Vadakkenchery Branch,
IV-287-F, Mannarkudy Building,
1st Floor, Thrissur Road,
Vadakkencherry,
Palakkad Dist. 678683

432. Bank of Baroda
North Paravur Branch,
R.K.G.Building, Potten Street,
K.M.K. Junction, North Paravur,
Ernakulum Dist.-683 513

433. Bank of Baroda
Konni Branch, Kutty's Complex,
Post Office Road, Konni,
Pathanamthitta - 689691

434. Bank of Baroda
Hotel Krishna Building, Court Road,
Manjeri - 676 121

435. Bank of Baroda
Sarna Centre, Jubilee Road, Thalassery,
Kannur Dist - 670 101

436. Bank of Baroda
Ottapalam Branch,
1st Floor, Modern Tower, T.B. Road Junction
Ottapalam - 679 101,
Pallakad District, Kerala

437. Bank of Baroda
Kakkanad Branch,
Sree Narayana Samskarika-Samithy Bldg.
Ground Floor, Opp. Civil Station,
Kakkanad, Ernakulum - 682030

438. Bank of Baroda
Chengannur Branch, Parampil Building,
M.C. Road, Chengnnur,
Alappuzha Dist. 689121

439. Bank of Baroda
Kottarakara Branch, Opposite Ware House,
Pilamon P.O., Kottarakara,
Quilon Dist - 691531

440. Bank of Baroda
lst Floor, 23/447, Vyapara Bhavan,
Kattakayam Road, Palai,
Lottayam Dist.- 686575.

441. Bank of Baroda
12/716, N.S.S. Karayogam Shopping Complex,
Ashtamichira, Dist. Trichur
Pin-680 731, Kerala

442. Bank of Baroda
P.B.No.335, Mangalam Towers,
Opp.Town Bus Stand, Palakkad- 678 014

443. Bank of Baroda
Pullazhi Branch, Olarikara junction,
Thrissur- 680912,

444. Bank of Baroda
Peramangalam,
Thrissur - 680 545

445. Bank of Baroda
Fort Branch,
Karimpanal Archade, East Fort,
Thiruvananthapuram - 695 023,

446. Bank of Baroda
Udma Branch. fortland Tourist Building,
Main Road, Udma,
Kasaragod Dist.-671319

447. Bank of Baroda
Edathua, Alappuzha District - 689 573

448. Bank of Baroda
Kanhangad, Kasaragod District - 671315

449. Bank of Baroda
Vyttila Branch, Near Welcare Hospital,
S A Road, Vyttila, Ernakulam.

450. Bank of Baroda
Regional Office (NES), Bhangagarh,
Guwahati, Assam

451. Bank of Baroda
AT Road Branch
Opp. Vishal Mega Mart, Guwahati, Assam

452. Bank of Baroda
Shillong Branch,
Police Bazar, Shillong, Meghalaya

453. Bank of Baroda,
Gen Next Branch,
DN-14, Vishnu Apartment,
Sector 5 Salt Lake City,
Kolkata 700091

454. Bank of Baroda
Teghoria Branch, Yamunotri Apartment,
VIP Road, Tegharia

455. Bank of Baroda
Sodepur Branch, Station Road, Sodepur
DT 24 PGS (N)

456. Bank of Baroda
Kestopur Branch,
Block AC 93 A, Prafulla Kanan, Kestopur,
Kolkata 700101

457. Bank of Baroda
Gangtok Branch,
M.G.. Road,
Gangtok -737101 Sikkim

458. Bank of Baroda
Darjeeling Branch,
Robertson Road, Darjeeling

459. Bank of Baroda
Pattamundai Branch,
lst floor Above Mishra Auto
Vill-Beltal, Pattamundai (Orissa) 754235

460 Bank of Baroda
Sonepur Branch,
1st floor, Pravas Lodge Bldg.
Main Road, Sonepur,(Orrisa) 767017

461. Bank of Baroda
Jagatsinghpur Branch,
1st floor, Above Shreeram Cement Store
Cuttuk - Machhagaon Road,
Jagatsinghpur (Orrissa) 754103

870 GI/13 - 8

462. Bank of Baroda
Chatarpur Branch,
Opposite Co-Operative Bank
Main Road, Chatarpur
Dist : Ganjam (Orissa)-731020

463. Bank of Baroda
Kantabhanji Branch,
1st Floor,Radheyrukamani Complex ,
Near Annapurna Hotel, Dist-Bolangar,
Kantabhanji (Orissa)-767039

464. Bank of Baroda
Sundergarh Branch,
147/04,Opp P.W.D Rest House,
Sundernagar, Mandi
Sundernagar (Orissa)-75002

465. Bank of Baroda
Patnagarh Branch,
Ground floor, College Road
Patnagarh (Orissa)-767025

466. Bank of Baroda
Mehtab Road, Cuttack Branch,
Near Sagarsangam Cinema Mehtab Road,
Cuttack, (Orissa)-753012

467. Bank of Baroda
Bhanjnagar Branch,
1st floor, holding no-193,Ward No-9,
Red Cross Street, Bhanjnagar,
Dist-Ghanjam (Orissa)-761126

468. Bank of Baroda
CDA Cuttack Branch,
Plot No. CM 2B 1st
Floor, Sec-7 New Market, Near Police Station,
CDA, Cuttack (Orissa)-753014

469. Bank of Baroda
Phulbani Branch,
Phulbani, Ram Mandir Road,
Hatapda, Kandhmal (Orissa) 762001

470. Bank of Baroda
Barpalli Branch,
Opp.Boys High School, At PO Barpalli,
Dist Bargarh (Orissa)-767023

471. Bank of Baroda
Rayagada Branch,
Sai Mandir Road,
New Colony, Rayagada (Orissa)-765001

472. Bank of Baroda
Deogarh Branch,
Kargil Chowk,
Deogarh Dist, Deogarh (Orissa)-768108

473. Bank of Baroda
Karanjia Branch
Manikchhak, At P.O. Karanjia,
Dist: Mayurbhanj, Karnjia (Orissa) 757037

474. Bank of Baroda
Kesinga Branch
Near Chiranjib Talkies, Main Road At. Po.
kesinga, Dist. Kalhandi (Orissa) 66012

475. Bank of Baroda
Naupada Branch
At Rajapur, Naupada Block, Dist-Nuapada
(Orissa) 766105

476. Bank of Baroda
Gudiakteni Branch
Gudiakteni, Chhak, P.O. Balaram Prasad,
Dhekanal (Orissa) 759019

477. Bank of Baroda
Dungurpalli Branch
At P.O. Dungurpalli, Ma
Dist- Subarnapur (Orissa)

478. Bank of Baroda
PDA Colonly, Plot No. 122, Pilerne,
Goa : 403114

479. Bank of Baroda
Shetye Pride, Ground Floor, Sonar Peth,
Bicholim, Goa : 403504

480. State Bank of India
Regional Business Office (Region-1)
Administrative Office Building1,
New Cantt Road,
Dehradun - 248001

481. State Bank of India
Regional Business Office (Region-2)
Administrative Office Building
1, New Cantt Road
Dehradun - 248001

482. State Bank of India
Regional Business Office (Region-3)
Devi Road Kotdwar,
Kotdwar - 246149

483. State Bank of India
Regional Business Office (Region-4)
Administrative Office Building
1, New Cantt Road
Dehradun - 248001

484. State Bank of India
Regional Business Office (Region-8)
Administrative Office Building
1, New Cantt Road
Dehradun - 248001

485. State Bank of India
Regional Business Office (Region-9)
Administrative Office Building
1, New Cantt Road
Dehradun - 248001

486. State Bank of India
Cash Administrative Cell
4, Convent Road
Dehradun - 248001

487. State Bank of India
Stress Asset Reconciliation Branch
91/2, Dharmpur
Dehradun - 248001

488. State Bank of India
Retail asset Central Processing Centre
Administrative Office Building
1, New Cantt Road
Dehradun - 248001

489. State Bank of India
Small & Medium Enterprise City Credit Centre
4, Convent Road
Dehradun - 248001

490. State Bank of India
Centralized Clearing Processing Centre
4, Convent Road
Dehradun - 248001

491. State Bank of India
Document Archieval Centre
Omni Building, Titan Street
Mohabewala
Dehradun - 248001

492. State Bank of India
Rasmeccc-cum-Sarc
Sector-5 Branch Primises
Bhel Ranipur
Haridwar - 249403

493. State Bank of India
Rural Central Processing Centre
RBO-5 Premises Kusumkheda
Haldwani - 263139

494. State Bank of India
Rural Central Processing Centre
Main Branch Premises
Civil Lines
Roorkee - 247667

495. State Bank of India
Rural Central Processing Centre
Gas Agency Road
Kichchha - 263148

496. State Bank of India
Rural Central Processing Centre
Chamunda Complex
Ramnagar Road
Kashipur - 244713

497. State Bank of India
N R I Branch
4, Convent Road
Dehradun - 248001

498. State Bank of India
Nehru Colony Branch
C-24, Nehru Colony
Dehradun - 248001

499. State Bank of India
Shimla Bye Pass Branch
Sevala Kalan, Shimla Road
Dehradun - 248017

500. State Bank of India
G M S Road Branch
26/9, Vivek Vihar Pocket-3
Dehradun - 248001

501. State Bank of India
E C Road Branch
2, Old Survey Road
Dehradun - 248001

502. State Bank of India
Connaught Place Branch
37, Taigor Villa, Chakrata Road
Dehradun - 248001

503. State Bank of India
Mussorie Road Branch
Makkawala, P. O. Bhagwantpur
Dehradun - 248009

504. State Bank of India
Rajpur Branch
228/1 Rajpur
Dehradun - 248009

505. State Bank of India
D L Road Branch
1, D L Road
Dehradun - 248001

506. State Bank of India
Nashvila Road Branch
1, Neshvila Road
Dehradun - 248001

507. State Bank of India
Nathuawala Branch
Gujjarwala Chowk, Nathuawala
Dehradun - 248008

508. State Bank of India
Harrawala Branch
Vill. & P. O. Harrawala
Dehradun - 248160

509. State Bank of India
Kargi Grant Branch
92, Kargi Grant
Dehradun - 248001

510. State Bank of India
Majri Grant (Lal Tappad) Branch
Birla Power Solation, Block Doiwala
Dehradun - 248140

511. State Bank of India
Raiwala Branch
Raiwala, Block Doiwala
Dehradun - 249205

512. State Bank of India
Raiwala Military Station Branch
Raiwala, Block Doiwala
Dehradun - 249205

513. State Bank of India
Sahaspur Branch
Block Sahaspur, P.O. Vikas Nagar
Dehradun - 248197

514. State Bank of India
Balli Branch
Vill. & P. O. Balli (VIA Dugadda)
Pauri - 246127

515. State Bank of India
Deviokhal Branch
P. O. Dabri
Pauri - 246189

516. State Bank of India
G B Pant Engineering College Branch
Vill. & P. O. Ghurdauri
Pauri - 246194

517. State Bank of India
Devprayag Branch
Baah Bazar, P. O. Devprayag
Devprayag - 249301

518. State Bank of India
Maithan Branch
P. O. Maithan, Teh-Gairsain
Chamoli - 246486

519. State Bank of India
Simli Bazar Branch
P. O. Simli, Teh-Kamprayag
Chamoli - 246474

520. State Bank of India
Moradabad Road Branch
Near Design Centre
Kashipur - 244713

521. State Bank of India
Khatima Pilbhit Road Branch
P. O. Khatima
Khatima - 262308

522. State Bank of India
Dhikuli (Ramnagar) Branch
P. O. Ramnagar
Ramnagar - 244175

523. State Bank of India
Halduchaur Branch
Main Market Halduchaur
Nainital - 262404

524. State Bank of India
Kaladhungi Branch
Main Market Kaladhungi
Haldwani - 263140

525. State Bank of India
Pirumadra Branch
Tehsil - Ramnagar
Ramnagar - 244715

526. State Bank of India
Mukhani Branch
Mukhani Chowk
Haldwani - 263139

527. State Bank of India
Tedhi Puliya Branch
Nainital Road
Haldwani - 263139

528. State Bank of India
Kosi Branch
Ranikhet Road Kosi
Almora - 263667

529. State Bank of India
Bhikiy Asain Branch
Main Road Bhikiy Asain
Almora - 263667

530. State Bank of India
Lala Bazar Branch
P.O. Lala Bazar
Almora - 263601

531. State Bank of India
Pali Gunditya Branch
P.O. Gunditya
Almora - 263623

532. State Bank of India
Paltanjali Yogpeeth Sansthan Branch
Haridwar-Rurkee Rajmarg
Haridwar- 249405

533. State Bank of India
Landhaura Branch
Railway Road Landhaura
Haridwar- 247664

534. State Bank of India
Iqbalpur Kamelpur Branch
Vill. & P.O. Iqbalpur
Haridwar- 247668

535. State Bank of India
Thapli Chauras (Kirti Nagar) Branch
Thapli Chauras
Kirti Nagar (TEHRI)- 249161

536. State Bank of India
Joshiyara Branch
Near Vikas Bhawan, Joshiyara
Uttarkashi - 249193

537. State Bank of India
C A C, Meerut Cantt.
Distt. Meerut-250001

538. State Bank of India
Sadar, Meerut Cantt.
Distt. Meerut-250001

539. State Bank of India
Sports Goods Complex.
Distt. Meerut-250005

540. State Bank of India
Garh Road
Distt. Meerut-250004

541. State Bank of India
IIMT, Ganga Nagar
Distt. Meerut 250002

542. State Bank of India
R C P C, Meerut
Distt. Meerut-250002

543. State Bank of India
R B O, Meerut
Distt. Meerut-250002

544. State Bank of India
SMECCC
Sabun Godam,
Distt. Meerut-250005

545. State Bank of India
CAC, Ghaziabad
Distt. Ghaziabad-201001

546. State Bank of India
Sanjay Nagar,
Distt. Ghaziabad 201001

547. State Bank of India
Nehru Nagar,
Distt. Ghaziabad-201001

548. State Bank of India
New Arya Nagar,
Distt. Ghaziabad-201001

549. State Bank of India
Vaishali
Distt. Ghaziabad-201012

550. State Bank of India
Lal Kuan,
Distt. Ghaziabad-201009

551. State Bank of India
Agarwal Mandi
Distt. Baghpat-250601

552. State Bank of India
R C P C, Hapur
Distt. Hapur-245101

553. State Bank of India
R C P C, Baraut,
Distt. Baghpat-250611

554. State Bank of India
Khekra
Distt. Baghpat-250101

555. State Bank of India
R B O, Ghaziabad
Distt. Ghaziabad-201001

556. State Bank of India
Crossing Republic,
Distt. Ghaziabad-201009

557. State Bank of India
Ahinsa Khand, Indirapuram.
Distt. Ghaziabad-201012

558. State Bank of India
Shahpur Jat,
Distt. Hapur-201206

559. State Bank of India
Shastrinagar
Distt. Ghaziabad-201002

560. State Bank of India
UN
Distt. Shamli-247778

561. State Bank of India
Mansoorpur
Distt. Muzaffarnagar-251203

562. State Bank of India
R C P C, Muzaffarnagar
Distt. Muzaffarnagar-251001

563. State Bank of India
R C P C, Shamli
Distt. Shamli-247776

564. State Bank of India
R B O, Muzaffarnagar
Distt. Muzaffarnagar-251001

565. State Bank of India
Chhapar
Distt. Muzaffarnagar- 251307

566. State Bank of India
Jalalabad
Distt. Muzaffarnagar- 247772

567. State Bank of India
Mundet Khadar,
Distt. Shamli-247778

568. State Bank of India
Chutmalpur,
Distt. Saharanpur- 247662

569. State Bank of India
Nanauta,
Distt. Saharanpur- 247452

570. State Bank of India
R C P C, Saharanpur
Distt. Saharanpur- 247001

571. State Bank of India
R B O, Saharanpur
Distt. Saharanpur- 247001

572. State Bank of India
Gagalheri
Distt. Saharanpur- 247769

573. State Bank of India
Transport Nagar,
Distt. Saharanpur- 247001

574. State Bank of India
Janakpuri, Saharanpur,
Distt. Saharanpur-247001

575. State Bank of India
Ramdaspur Nangal,
Distt. Saharanpur-247551

576. State Bank of India
R C P C, Deoband,
Distt. Saharanpur- 247554

577. State Bank of India
Sector 44, Noida
Distt. Gautam Budh Nagar- 201303

578. State Bank of India
C A C, Noida
Distt. Gautam Budh Nagar- 201301

579. State Bank of India
Shikarpur,
Distt. Bulandshahr- 202395

580. State Bank of India
Sector-7, Noida
Distt. Gautam Budh Nagar- 201301

581. State Bank of India
Sector-11, Noida,
Distt. Gautam Budh Nagar- 201301

582. State Bank of India
Sector-35, Noida
Distt. Gautam Budh Nagar-201303

583. State Bank of India
Bisrakh Jalalpur
Distt. Gautam Budh Nagar- 201301

584. State Bank of India
Sector-48, Noida,
Distt. Gautam Budh Nagar- 201303

585. State Bank of India
Sector-63, Noida,
Distt. Gautam Budh Nagar- 201309

586. State Bank of India
Sector-55, Noida,
Distt. Gautam Budh Nagar- 201307

587. State Bank of India
Sector-126, Noida
Distt. Gautam Budh Nagar- 201309

588. State Bank of India
Sector-30, Noida,
Distt. Gautam Budh Nagar- 201301

589. State Bank of India
R C P C, Bulandshahar
Distt. Bulandshahar- 203001

590. State Bank of India
R C P C, Anoopshahr
Distt. Bulandshahar- 202390

591. State Bank of India
Rabupura,
Distt. Gautam Budh Nagar- 203209

592. State Bank of India
Atta Chowk, Noida,
Distt. Gautam Budh Nagar- 203201

593. State Bank of India
Sector-39, Noida,
Distt. Gautam Budh Nagar- 201307

594. State Bank of India
R B O, Noida,
Distt. Gautam Budh Nagar- 201301

595. State Bank of India
SARB, I E Partapur,
Distt. Meerut-250003

596. State Bank of India
RASMECCC, A-36,
Sector-26, Noida
Distt. Gautam Budh Nagar-201301

597. State Bank of India
RASMECCC,
Kutchery Road,
Distt. Saharanpur- 247001

598. State Bank of India
RACPC, Garh Road,
Camp : Admin Office
Distt. Meerut-250001

599. State Bank of India
SMECCC, Sabun Godam,
Distt. Meerut-250002

600. State Bank of India
RACPC, New Arya Nagar,
Distt. Ghaziabad -201001

601. State Bank of India
SMECCC, Indl. Area BSR Road, Ghaziabad
Distt. Ghaziabad-201009

Mumbai North

602. Bank of India
Dahisar Branch
Lukhi Empire, Ground Floor,
S.V. Road,
Opp. Dahisar Police Station,
Dahisar (East), Mumbai - 400068

603. Bank of India
Ashokvan Branch,
Siddhivinayak CHS Ltd.,
Off. Shiv Vallabh Road, Ashokvan,
Borivali (East), Mumbai -400 066

604. Bank of India
Jogeshwari (East) Branch
Ground Floor,
Shanta Mangesh Apartment,
Hindu Friends Society Road,
Saraswati Baug,
Jogeshwari (East),
Mumbai - 400060

605. Bank of India
Jogeshwari (West) Branch
Flexcel Park, Ground Floor,
S.V. Road, Near 24 Carat Multiplex,
Jogeshwari (West),
Mumbai - 400 102

606. Bank of India
Kurla Branch
Milestone Business Point,
CST No. 327, LBS Marg,
Opp. Fauziya Hospital,
Kurla (West),
Mumbai - 400078

Agra

607. Bank of India
Shamshabad Branch
21, Gopalpura,
Agra-Shamshabad Road,
Shamshabad, Dist-Agra,
Uttar Pradesh, Pin-283 125

608. Bank of India
Seeganpur Branch
Major S.D.Medical Campus,
Vill. Seeganpur, Bewar Road,
Dist - Farrukhabad,
Uttar Pradesh, Pin - 209 601

609. Bank of India
Rohta Branch
71, Diamond City,
Gwalior Road, Rohta,
Dist - Agra,
Uttar Pradesh, Pin - 282 009

Pune

610. Bank of India
Vaduj Branch
"Safari", G.P.No.414,
C. S. No. 464, Court Road,
At & Po-Vaduj,
Taluka -Khatav,
Dist : Satara - 415 506

611. Bank of India
Kasegaon Branch
"Retharekar Complex"
S. No. 2845,
At & Po. Kasegaon,
Taluka : Walwa,
Dist- Sangli - 415404

612. Bank of India
Bhilawadi Station Branch
"Chitale Dairy Campus",
At & Po - Bhilawadi Station,
Takuka - Palus,
Dist - Sangli - 416303

1. Bhopal

613. Bank of India
Tara Dewaniya Branch
Block/Tehsil Fanda
Dist - Bhopal (M.P.)- 462036

614. Bank of India
Datia Branch,
Ratan Bhavan,
Civil Lines Road, Near Pitambrapeeth,
Datia (M.P.)- 475661

615. Bank of India
Bairagarh Branch
New B-51/524, Kala Chowk,
Main Road, Bairagarh,
Dist - Bhopal (M.P.) - 462030

616. Bank of India
Ganjbasoda Branch
Bajaj Tower,
Subhash Chowk, Station Road,
Ganjbasoda,
Dist - Vidisa (M.P.) - 464221

2. Navi Mumbai

617. Bank of India
Virar (E) Branch
Ridhi-Sidhi Residancy,
First Floor, Opp. Parekh Industrial Estate,
Veer Saverkar Marg, Virar (E),
Dist - Thane - 401 303

3. Ujjain

618. Bank of India
Namli Branch
Near Police Station, Namli,
Dist - Ratlam (M.P.) - 457222

619. Bank of India
Pipliya Mandi Branch
Marketing Society,
Manasa Road, Pipliya Mandi,
Dist - Mandsour (M.P.) - 458664

620. Bank of India
Sita Mau Branch
Ranawat Bhawan,
Mandsour Road, Sita Mau,
Dist - Mandsour (M.P.) - 458990

621. Bank of India
Narwar Branch
Ujjain-Dewas Main Road,
Vell & Po. Narwar,
The - Ujjain, Dist - Ujjain (M.P.) - 456664

4. Amritsar

622. Bank of India
Zonal Office, SCO-128
Nagpal Tower-I,
Near Vishal Megha Mart,
Ranjit Avenue,
Amritsar - 143 001

5. New Delhi

623. Bank of India
Prashant Vihar Branch
E-6, Prashant Vihar,
New Delhi - 110 085

624. Bank of India
Meera Bagh Branch
A-6, Meera Bagh,
New Delhi - 110 087

625. Bank of India
Dwarka (Sector-7) Branch
A-67 to A-70, Palam Extension,
Ramphal Chowk,
Sector-7, Dwarka,
New Delhi

626. Bank of India
West Patel Nagar Branch
7/16, West Patel Nagar,
New Delhi - 110 008

627. Bank of India
Khampur Branch
Mandir Qali Gali,
Plot No. 5, Khampur,
Delhi - 110 036

628. Bank of India
Budhanpur Branch
V & P.O.Budhanpur & Majra Dabas,
Near Main Bus Stand,
Delhi - 110 081

629. Bank of India
Sultanpur Branch
House No. 48,
Sultanpur,
New Delhi - 30

630. Bank of India
Shalimar Branch
AE-90, Shalimar Bagh,
New Delhi - 88

631. Bank of India
Budhpur Branch
Village Budhpur (Bijiapur)
New Delhi - 110 036

632. Bank of India
Jamia Milia Eslamiya Branch
Jamia University Campus,
Maulana Mohammad Ali Johar Marg,
Masjid Lane, New Delhi- 25

6. Nagpur

633. Bank of India
Narkhed Branch
Plot No. 326/2,3
Ward No. 16, Bazar Chowk,
Dist - Nagpur,
Maharashtra - 441 304

634. Bank of India
Samudrapur Branch
Plot No. 5, Vidya Vikas Colony,
Sarvey No. 43/2,
Samudrapur,
Dist - Wardha, Maharashtra - 442 305

635. Bank of India
Moudsa Branch
Ward No. 5, Bhandara Road,
Moudsa
Dist - Nagpur,
Maharashtra - 441 104

7. Chandigarh

636. Bank of India
Gurgaon Sector 40 Branch
DSS 84-85] Sector 40, Gurgaon,
Dist. Gurgaon - 122 001

637. Bank of India
Sector 47 Branch
SCO 113, Sector 47-C,
Chandigarh - 160047

638. Bank of India
Kullu Branch
First Floor, Hotel Nest,
Main Bus Terminal (ISBT)
Sarwari, Kullu,
Distt.-Kullu,
Himachal Pradesh-175 101

639. Bank of India
Palampur Branch
Shop No. 52-53, First Floor, Grand Plaza,
Dharamshala Road, Palampur,
Distt.-Kangra, Pin -176 061

640. Bank of India
Kalka Branch
Near Saini Dhaba, NH 22,
(Chandigarh-Shimla Highway)
Kalka,
Distt.-Panchkukla, Haryana -133 002

641. Bank of India
Ladwa Branch
Indri Chowk, Ladwa,
Dist- Kurukshetra, Haryana -136132

642. Bank of India
Naraingarh Branch
Ward No.13, Chandigarh Nahan Road,
Naraingarh,
Distt.- Ambala, Haryana - 134 203

643. Bank of India
Fatehabad Branch
Ground Floor, Dhingra Motors,
Opp. Bhuna Crossing, G.T. Road,
Fatehabad,
Haryana -125 050

644. Bank of India
Sohna Road Gurgaon Branch
Unit No.14-15-16, Ground Floor,
JMD Galleria Mall, Sector 47,
Sohna Road,
Gurgaon (Haryana) -122 001

645. Bank of India
Hamirpur Branch
Ground Floor, Antariksh Mall,
Ward No. 2, Gandhi Chowk,
Hamirpur,
Himachal Pradesh -177 001

646. Bank of India
Manpura Branch
Main Market, Manpura,
Distt. - Solan, Himachal Pradesh -173 205

647. Bank of India
Delhi Road Hissar Branch
Ground Floor, Luxmi Plaza, Dabra Chowk,
Old Delhi Road, Hissar,
Haryana -125 005

648. Bank of India
Mahendragarh Branch
Ground Floor, Sunariya Royal Palace,
Near Tao Tula Ram Chowk,
Dadri Road, Ward No. 2,
Mahendragarh (Haryana) - 123 029

649. Bank of India
Taraori Branch
Shop No. 190-191,
New Anaj Mandi, Tararoi,
Distt. - Karnal Haryana -132 116

8. Pune

650. Bank of India
Kedgaon Branch,
Gate No. 13, Ward No. 6, A/P Kedgaon,
Taluka Daund, Near Gram Panchayat,
Near Police Station,
Distt. Pune-412 203

651. Bank of India
Ambad Industrial Estate Branch,
Anand Apartments, Plot No. 4,
S. No. 302/1, Ambad-Cidco Link Road,
Uttamnagar, Nashik-422009

652. Bank of India
Lasur Station Branch,
Plot No. 391, Shivaji Maidan,
A/P Lasur station, Tal. Gangapur,
Dist. Aurangabad-423702

653. Bank of India
Rahuri Branch,
Guldagad Complex, Pragati Vidyalay Road,
S. No. 417/2/4 & 417/2/3/2, Plot No. 1 & 2,
A/P & Tal. Rahuri,
Dist. Ahmednagar 413 705

654. Bank of India
Karve Nagar Branch,
Shriniwas Kapil Vastu, S. No. 1/15/1,
CTS No. 694, Hingne Budruk,
Karve Nagar, Pune-411 052

655. Bank of India
Manjri Branch,
Shop No. 26 to 29,
S. No. 93/1B/1, Chourang Smit Shilp,
Manjri (Bk)
Pune-412307

656. Bank of India
Rajur (Ganpati) Branch,
Plot No. 795, Jalna-Jalgaon Road (SH222),
At & Post-Rajur, Tal-Bhokerdan,
Dist. Jalna -431 203

657. Bank of India
Sandip Foundation Branch,
Trimbak Road, A/P Mahiravani,
Taluka & District NASHIK-422213

658. Bank of India
Satara Road Branch,
Kadam Plaza, 'Shraddhaneketan'.
Opp. Bharati Vidyapeeth.
Plot No. X+A1, Survey
No. 7/1, Katraj, Pune Satara Road,
Pune-411 046

659. Bank of India
Shendra Industrial Estate Branch,
Gat No. 326, Near Jagtap Petrol Pump,
Opp. Shendra MIDC, Kumbhephal Village,
Tal & Distt. Aurangabad-431 027

660. Bank of India
MAEER Rajbaug Branch (Loni Kalbhor),
Gat No. 140, Kadamwak Wasti Rajbaug,
Vishwashanti Gurukul Educational
Complex, Loni
Kalbhor, Tal. Haveli, Dist. Pune-412 201

661. Bank of India
Shrirampur Branch,
Ward No. 6, Narayan Complex,
K.V. Road, At & Post Shrirampur,
Dist. Ahmednagar-413 709

662. Bank of India
STES Ambegaon Bk Branch,
New Institutional Building No. 1,
Sinhgad Technical Education Society's Campus,
Survey No. 10, Ambegaon Bk.,
Pune-411 041

9. Bhubaneswar

663. Bank of India
Pokhariput Branch,
Plot No. 400 (P),
Gandamunda Square,
Pokhariput, Jagamara Road,
Khandafiri, Bhubaneswar,
Dist -Khorda, Orissa -751030

664. Bank of India
Bijayachandrapur Branch,
Plot No. 485, Khata No. 48,
At - Bijayachandrapur, P.O.- Atharabanki,
Paradeep, Dist.- Jagatsinghpur,
Orissa - 754 120

665. Bank of India
Boudh Branch,
Plot No. 1659, Ward No. 7,
At.- Boudh (Market Sahi)
PO.- Boudh, Dist.- Boudh,
Orissa - 762 014

666. Bank of India
Khorda Branch,
Plot No. 648/1168,
Khata No. 1062/4150,
Mouza, Jajarsingh,
Godi Pokhari New Colony, Main Road,
Dist.- Khords, Orissa - 752 055

667. Bank of India
Phulbani Branch,
Plot No. 149, Near Block Office,
Mouza-Jiringapada,
At/Post- Phulbani,
Distt.- Kandhamal,
Orissa- 762001

668. Bank of India
Khariar Branch,
Holding No. 825, Ward No. 06,
Mouza-Khariar, At/Post-Khariar,
Distt.-Nuapada,
Orissa - 766107

669. Bank of India
Chhatrapur Branch,
Khata No.192, Plot No. 627,
Mz.-Abhimayupur, Main Road,
At/Post- Chhatrapur,
Distt.- Ganjam,
Orissa-761020

670. Bank of India
Sonepur Branch,
Khata No. 1673, Plot No. 1782,
Near Ambedkar Chowk,
Sonepur Town, Distt.- Subarnapur,
Orissa-767017

671. Bank of India
Nawarangpur Branch,
Plot No. 62/71, MZ.- Chamariguda,
At/Post/Distt.-Nawarangpur,
Orissa-764059

10. Rajasthan

672. Bank of India
Dantli Branch,
Village & Post - Dantli,
Goner Road,
Via.- Kanota, Tal.- Sanganer
Dist.- Jaipur - 303012 (Rajasthan)

11. Kolhapur

673. Bank of India
Koregaon Branch,
"Chaitanya Building",
G. P. No. 129/9/6 K,
Rahimatpur Road,
A/P. Koregaon, Tal.- Koregaon,
Dist.- Satara - 415 501

674. Bank of India
Dahiwadi Branch,
"Rajhans Plaza", S.No. 730/1A,
Phaltan Chowk,
A/P- Dahiwadi, Tal.- Man,
Dist.- Satara - 415508

12. Mumbai South

675. Bank of India
Lower Parel Branch,
CST No. -156, Urmi Estate -95,
Ganapat Rao Kadam Marg,
Lower Parel (W),
Mumbai - 400013

12. Kanpur

676. Bank of India
Ghatampur Branch, Kanpur Road,
P.O. Ghatampur,
U. P. - 209206

677. Bank of India
Chaudgara Branch, Bindki Road,
P. O. Manhar,
Chaudgara,
U. P.-212 665

678. Bank of India
Geetanagar Branch,
117/378, O Block,
Geetanagar,
Kanpur - 208025

679. State Bank of Patiala
Ahmedabad Main Branch
Vasupunjya Chamber
Ashram Rd.
Ahmadabad-380 014

680. State Bank of Patiala
Ahmedabad Mani Nagar
25-Sita Ram Sadan
Shah Alam Roza :
Ahmedabad-380 022

681. State Bank of Patiala
Ahmedabad Subhash Bridge
Ashray House, Ground Floor
Opp.Collector's Office
Near Gandhi Ashram
Subhash Bridge

682. State Bank of Patiala
Plot No. 20
Vrindavan-Complex
Sector-9
Gandhidham-370 201 (Gujrat)

683. State Bank of Patiala
8-14, Krishna Con-Arch- 2
1st Floor Tagore Road
Near Virani Chowk
Rajkot-360 002 (Gujrat)

684. State Bank of Patiala
K K.Tower
Ring Road
Opp. Sub Jail
Surat-395 002

685. State Bank of Patiala
Sheetal Shopping Square
Bhatar Road
Turning Point Nanpura
Surat-395 007

686. State Bank of Patiala
Shop No. 15 to 19
Tirupati Plaza
Vapi-396191 (Gujrat)

687. State Bank of Patiala
82, Hill Rd. Bandra, Bombay
Teh. Bombay-400 050

688. State Bank of Patiala
Wode House Road
Lalit Bhavan,
37, Nathalal Parekh Marg
Colaba Mumbai

689. State Bank of Patiala
Plot No.3, Ramdass Tower
Kalpatru HSG.Gajanan Mandir To Cidco Road
Pundlik Nagar, Garkheda Mukundwadi

690. State Bank of Patiala
Vidya Corner
Super Market
Bhigwan Road
MIDC Baramati-413133

691. State Bank of Patiala
Kolhapur
14, Surve Colony
Tara Bai Park-416 003 (Maharashtra)

692. State Bank of Patiala
BOCL Refinery Complex, Mahul, Mumbai

693. State Bank of Patiala
Mulund
Kumar Co.Op.Housing Society Ltd.
Mahada Colony, Mulund (E)-400 081

694. State Bank of Patiala
Z-7 APMC COMPX
Dana Bunder Vashi, New Bombay
P.O. Navi Mumbai-400 705

695. State Bank of Patiala
2, Khorana Bhawan
Central Avenue
Nagpur-440 018

696. State Bank of Patiala
Plot No. 28, Shop No. 6, 7, 8 and 9
Bhoomi Tower, Sector-4
Kharghar, Navi Mumbai-401 210
(Maharashtra)

697. State Bank of Patiala
Varruchi Marg
Free Ganj, Ujjain
Teh. Ujjain-456 001(M.P.)

698. State Bank of Patiala
24, Tanishq Heights MTNL Road
Near Rupali Cinema Circle
Panvel-410 206 (Maharashtra)

BRANCHES OF STATE BANK OF PATIALA, MUMBAI ZONE

Regional Office - I

Sr. No. Branch Name/Address

699. State Bank of Patiala
Ahmedabad Main Branch,
Vasupunjya Chamber,
Ashram Road,
Ahmedabad - 380 014

700. State Bank of Patiala
Prime Plaza,
Opposite Ravji Bhai Tower,
Krishmabaug,
Mani Nagar,
Ahmedabad

701. State Bank of Patiala
Dadar Co-Operative Housing Society Ltd.,
Sharad Ashram,
Bhawani Shankar Road,
Dadar, Mumbai- 400 028

702. State Bank of Patiala
37, Lalit Building,
Nathalal Parekh Road,
Kolaba,
Bode House Road Branch,
Mumbai - 400 001
(Maharashtra)

703. State Bank of Patiala
Shop No.- 4,
Mahapalika Market,
Link Road, Mith Chowki,
Maiad (West),
Mumbai - 400 064
(Maharashtra)

704. State Bank of Patiala
K. K. Tower,
Ring Road,
Surat Main Branch, Opposite Sub Jail,
Surat - 395 002

705. State Bank of Patiala
Anita Accord
Shop No.- 1-5, Akurli Road,
Mahada Layout, Lokhand wala,
Kandivali (East),
Mumbai -400 101

Regional Office-III

Sr. No. Branch Name/Address

706. State Bank of Patiala
Shop No.- 1, 2, 3,
Poonam Plaza,
Civil Lines,
Near Akashvani Square,
R. B. I. Road,
Nagpur - 440 001
(Maharashtra)

707. State Bank of Patiala
Plot No.- 66,
Bhagya Nagar,
Near S.T. Office,
Samarjit Nagar,
Aurangabad - 431 001
(Maharashtra)

708. State Bank of Patiala
Shop No.- 2,
Ground Floor,
Manratna Business Park,
Junction of Derasar & Tilak Road,
Ghat Kopar (East),
Mumbai - 400 007
(Maharashtra)

709. State Bank of Patiala
Shop No. - 5-8,
Ganesh Krupa,
R. H. B. Road,
Mulund (West),
Mumbai - 400 080
(Maharashtra)

710. State Bank of Patiala
Plot No. - 3,
Ramdass Tower,
Kalpa Taru Housing,
Gajanan Mandir to Cidco Road,
Aurangabad

711. State Bank of Patiala
Dilkush,
Near Nagar Palika Garden,
Maspusa, Tehsil Maspusa
Goa - 403 507

712. State Bank of Patiala
N-45/C.B.-1/6/4,
Nasik
Post Office Didco,
Tehsil Nasik - 422 001

713. State Bank of Patiala
Cidco-Ambad Link Road,
Upendar Nagar,
Didco-Nasik
Pin - 422 009

714. State Bank of Patiala
No. - 1, 2, 3,
Adam Court Bander Road,
Pune - 411 045

715. State Bank of Patiala
Sarafa Bazar,
Opposite Dhoot Niwas,
Nanded - 431604

716. State Bank of Patiala
Krishnaee,
Sangvi Kesari Road,
Aundh,
Pune - 411 007

Branches under Zonal Office. Mumbai

717. State Bank of Patiala
Block No.-1,
Gali No. - 2, SEEPZ,
Andheri (East), Mumbai - 400 096

718. State Bank of Patiala
2, Khurana Bhawan,
Central Avenue,
Nagpur - 440 018

719. State Bank of Patiala
5-2-134,
First Floor, R. P. Road,
Secundrabad, Hyderabad

Branches under Patiala Zonal Office

Regional Office - I

720. State Bank of Patiala
Village: Jalalpur
P.O. : Bahadurgarh
Tehsil & Dist.: Patiala
PIN: 147 021

Regional Office -III

S. No. Postal Address

721. State Bank of Patiala
Thuliwal Road,
Vill. & P O : Hamidi,
Tehsil & Distt. - Barnala (Punjab)
Pin : - 148 025

722. State Bank of Patiala
Mana Patti Road,
V. & P. O. : Chhahar
Tehsil: Sunam,
Distt. Sangrur,
Pin- 148035
(Punjab)

723. State Bank of Patiala
Currency Management Branch,
SCO-4, Sai market Complex
Lower Mall , Sai market,
Patiala - 147 001
Distt. : Patiala (Punjab)

Branches under Bathinda Zonal Office

Regional Office - II

'724. State Bank of Patiala
V. & P. O. : Sito Gunno
Tehsil: Abohar
Distt.: Fazilka (Punjab)
PIN : 152 116

'725. State Bank of Patiala
V. & P.O. Amiwala Sheikh Subhan,
Tehsil & Dist.: Fazilka
PIN : 152 124
(Punjab)

Regional Office - II

'726. State Bank of Patiala
Maharaja Aggarsen Marg,
Ward No. : 10,
Sadul Shahar - 335 062
Dist.: Sriganga Nagar (Rajasthan)

Branches under Jalandhar Zonal Office

Regional Office - II

'727. State Bank of Patiala
Near Railway Station,
V.& P. O. : Jhako Lahri
Teh. & Dist. : Pathankot (Punjab)
PIN- 145 025

Regional Office - III

728. State Bank of Patiala
Aaykar Bhawan,
Rishi Nagar,
Ludhiana - 141 001
(Punjab)

Regional Office - IV

'729. State Bank of Patiala
Main Road, Village: Rakri,
P.O .: Datarpur,
Teh. : Mukerian
Distt.: Hoshiarpur (Punjab)
PIN: 144 222

730. State Bank of Patiala
National Highway
Near Primary Health Centre
Ward No. -1,
Bari Brahmana - 181133
Teh & Dist. : Samba (J&K)

731. State Bank of Patiala
Sikh National College,
Banga - 144 505
Dist.: Nawanshahar (Punjab)

Branches under Chandigarh Zonal Office

732. State Bank of Patiala
Currency Management Cell,
SCO 125-126
Sector 17C
Chandigarh-160 017

Branches under Haryana Zonal Office

Regional Office - I

733. State Bank of Patiala
Haryana State Electricity Board,
Sector-6, HVPNL Building
Shakti Bhavan
Panch kula-134 109
Dist.: Panchkula (Haryana)

Regional Office-III

734. State Bank of Patiala
V. & P.O. : Jallopur
Teh.: Ratia
Dist.: Fatehabad (Haryana)
PIN: 125 051

735. State Bank of Patiala
V. & P.O. : Rajli
Teh. & Dist.: Hissar - 125 121
(Haryana)

736. State Bank of Patiala
Panchkula Naraiangarh Bypass Road,
Vill. & P.O. : Barwala
Teh. & Distt.: Panchkula-134 118
(Haryana)

737. State Bank of Patiala
Currency Management Cell,
SCO : 414, Sector: 8,
Panchkula - 134 109
Dist. : Panchkula (Haryana)

Branches under Delhi Zonal Office

Regional Office - I

738. State Bank of Patiala
S. D. Girls Senior Sec. School,
Lal Mandir, East Patel Nagar,
New Delhi 110 008

739. State Bank of Patiala
Khasara No. 74/31, Karnal Road,
Opp. Swami Shardha Nand College, Alipur
New Delhi 100 036

Regional Office - III

740. State Bank of Patiala
St. John College,
M. G Road
Agra - 282 002
Uttar Pradesh

Branches under Mumbai Zonal Office

Regional Office - II (Chennai)

741. State Bank of Patiala
Star of Bombay Hotel Complex,
Bandoorwell,
Kankanady,
Manglore (Karnataka)

742. State Bank of Patiala
109, Vakil New Street
Madurai- 625 001
(Tamilnadu)

743. State Bank of Patiala
No. 20-114/3
R.B.Nagar, Shamshabad,
Distt: Rangareddy
Andhra Pradesh

744. State Bank of Patiala
54, H.S.R. Lay out
Sector-VI,
17th Cross,
12th Main, Banglore-560 102

745. State Bank of Patiala
21/6, Sukh Niwas,
Kamaraj Street
Tambaram (West)
Chennai (Tamilnadu)

746. State Bank of Patiala
Bharatiyar Road,
Papainaicken Palayam,
Luxmi Mills Junction Road,
Coimbtore- 641037

Mid Corporate Branch

747. State Bank of Patiala
Mid Corporate Branch
Orbit Mall,
A. B. Road,
Indore

New Regional Offices

748. State Bank of Patiala
Regional Office,
11 Gopinath Marg,
M. I. Road, Jaipur - 302 001
(Rajasthan)

749. State Bank of Patiala
Regional Office, Rajgarh Road,
Solan - 173 212
(Himachal Pradesh)

750. State Bank of Patiala
Regional Office,
SBOP Kangra Branch,
Dharmshala Road,
Near College Chowk,
Kangra - 176 001
Himachal Pradesh

नई दिल्ली, 28 फरवरी, 2013

का.आ. 594.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों) का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3(ज) एवं (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, श्री कृष्ण सेठी (जन्म तिथि: 10-05-1954) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, सेन्ट्रल बैंक ऑफ इंडिया के बोर्ड में अंशकालिक गैर-सरकारी निदेशक के रूप में नामित करती है ।

[फा. सं. 6/10/2012-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 28th February, 2013

S. O. 594.—In exercise of the powers conferred by sub-section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings), Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates Shri Krishan Sethi (DoB : 10-05-1954), as part-time Non-official Director on the Board of Directors of Central Bank of India, for a period of three years, from the date of notification of his appointment or until further orders, whichever is earlier.

[F. No. 6/10/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 8 मार्च, 2013

का.आ. 595.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 9 के उप-खंड (1) और (2) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3 के खंड (ङ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, पंजाब नैशनल बैंक के विशेष सहायक श्री तारा चंद झलानी (जन्म तिथि: 02-01-1957) को पदभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा पंजाब नैशनल बैंक के कर्मकार कर्मचारी के रूप में उनके पदभार छोड़ देने तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो, पंजाब नैशनल बैंक के निदेशक मण्डल में कर्मकार कर्मचारी निदेशक के रूप में नियुक्त करती है ।

[फा. सं. 6/7/2012-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 8th March, 2013

S. O. 595.—In exercise of the powers conferred by clause (e) of Sub -section 3 of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with Sub-clause (1) & (2) of Clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri Tara Chand Jhalani, (Date of Birth : 02-01-1957), Special Assistant, Punjab National Bank, as Workmen Employee Director on the Board of Directors of Punjab National Bank for a period of three years with effect from the date of his taking over the charge of the post or until he ceases to be an Workmen Employee of Punjab National Bank or until further orders, whichever is the earliest.

[F. No. 6/7/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

(राजस्व विभाग)

(सीमाशुल्क, केंद्रीय उत्पाद शुल्क व सेवा कर आयुक्त का कार्यालय, हैदराबाद-I आयुक्तालय)

हैदराबाद, 1 मार्च, 2013

सं. 01/2013-कस (एन टी)

का.आ. 596.—वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली द्वारा जारी अधिसूचना सं. 33/94-कस (एन टी) दिनांक 01-07-1994 यथा संशोधित एवं सीमाशुल्क अधिनियम, 1962 की धारा 9 के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए और अधिसूचना सं. 83/2004-कस्टम्स (एन टी) दिनांक 30-06-2004 के तहत मै., आंध्र प्रदेश राज्य के मेदक जिला, वर्गल मण्डल के सिंगाइपल्ली गाँव को सीमाशुल्क अधिनियम, 1962 की धारा 9 के अंतर्गत भारत सरकार द्वारा स्वीकृत 100% निर्यात आधारित उपक्रमों के गठन के सीमित प्रयोजन के लिए भंडागारण क्षेत्र के रूप में घोषित करता हूँ ।

[फा. सी. सं. VIII/20/01/2013-कस/तक.-I/हैदराबाद I]

एस. एन. साहा, आयुक्त

(Department of Revenue)

(OFFICE OF THE COMMISSIONER OF CUSTOMS, CENTRAL EXCISE AND SERVICE TAX, HYDERABAD-I COMMISSIONERATE)

Hyderabad, the 1st March, 2013

(No. 01/2013-Cus N.T.)

S.O. 596.—In exercise of the powers conferred under Section 9 of the Customs Act, 1962 delegated by Notification No. 33/94-Cus (N.T.) dated 01-07-1994 as amended and Notification No. 83/2004-Cus (N.T.) dated 30-06-2004 issued by the Ministry of Fiannce, Department of Revenue, New Delhi, I hereby declare Singaipally village' of Wargal Mandal, Medak District, Andhra Pradesh, as a warehousing station under Section 9 of the Customs Act, 1962, for the limited purpose of setting up of 100% Export Oriented Undertakings as approved by the Government of India.

[F. C. No. VIII/20/01/2013-Cus/Tech.I/Hyd. I]

S. N. SAHA, Commissioner

(कार्यालय मुख्य आयकर आयुक्त)

जयपुर, 6 मार्च 2013

सं. 10/2012-13

का.आ. 597.—आयकर नियम, 1962 के नियम 2 सीए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10 के खण्ड (23 सी) की उप-धारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्द्वारा निर्धारण वर्ष 2012-13 एवं आगे के लिये कथित धारा के उद्देश्य से "इंडियन स्टूडेंट कल्चर सोसायटी, जयपुर" को स्वीकृति देते हैं ।

2. बशर्ते कि समिति आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उप-खंड (23सी) की उप-धारा (vi) के प्रावधानों के अनुरूप कार्य करे ।

[क्रमांक:मुआआ/अआआ/(मु.)/जय/10(23सी) (vi)/12-13/7113]

अतुलेश जिंदल, मुख्य आयकर आयुक्त

(OFFICE OF THE CHIEF COMMISSIONER OF INCOME TAX)

Jaipur, the 6th March, 2013

No. 10/2012-13

S. O. 597.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "Indian Student Culture Society, Jaipur" for the purpose of said Section for A. Y. 2012-13 & onwards.

2. Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl. CIT (Hqrs.)/10 (23C) (vi)/2012-13/7113]

ATULESH JINDAL, Chief Commissioner of Income-tax

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 12 मार्च, 2013

सं. 19/2013

का.आ. 598.—आयकर अधिनियम, 1961 की धारा 138 की उप-धारा (1) के खंड (क) के उप-खंड (ii) के अनुसरण में केन्द्रीय सरकार एतद्द्वारा निदेशक, वित्तीय आसूचना इकाई भारत (एफआईयू-इंड), वित्त मंत्रालय को उक्त उप-खंड के प्रयोजनार्थ विनिर्दिष्ट करती है ।

[फा. सं. 225/38/2013-आ.क.नि.-II]

ऋचा रस्तोगी, अवर सचिव (आयकर निर्धारण-II)

(CENTRAL BOARD OF DIRECT TAXES)

New Delhi, the 12th March, 2013

No. 19/2013

S. O. 598.—In pursuance of sub-clause (ii) of clause (a) of sub-section (1) of Section 138 of the Income Tax Act, 1961, the Central Government hereby specifies Director, Financial Intelligence Unit India (FIU-IND), Ministry of Finance for the purpose of the said sub-clause.

[F. No. 225/38/2013-ITA-II]

RICHA RASTOGI, Under Secy. (ITA-II)

विदेश मंत्रालय

(सीपीवी प्रभाग)

नई दिल्ली, 1 मार्च, 2013

का.आ. 599.—राजनयिक और कांसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में केंद्र सरकार एतद्द्वारा श्री हंस राज, सहायक को 1-3-2013 से भारत के सह-उच्चायोग, मोमबासा में सहायक कोंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है ।

[सं. टी. 4330/01/2006]

आर. के. पेरिनडिया, अवर सचिव (कोंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV DIVISION)

New Delhi, the 1st March, 2013

S.O. 599.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri Hans Raj, Assistant in Assistant High Commission, Mombasa, to perform the duties of Assistant Consular Officer with effect from 1st, March, 2013.

[No. T. 4330/01/2006]

R. K. PERINDIA, Under Secy. (Consular)

योजना आयोग

(भारतीय विशिष्ट पहचान प्राधिकरण)

नई दिल्ली, 5 मार्च, 2013

का.आ. 600.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, एतद्द्वारा योजना आयोग के सम्बद्ध कार्यालय भारतीय विशिष्ट पहचान प्राधिकरण (यू आई डी ए आई) के निम्नलिखित क्षेत्रीय कार्यालयों, जिसके 80 प्रतिशत से अधिक

अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :-

1. भारतीय विशिष्ट पहचान प्राधिकरण, चण्डीगढ़ क्षेत्रीय कार्यालय, एस सी ओ-139-141, सेक्टर-17-सी, चन्डीगढ़-160017 (यू.टी.)
2. भारतीय विशिष्ट पहचान प्राधिकरण, क्षेत्रीय कार्यालय, दिल्ली, 28 जनपथ होटल, जनपथ, नई दिल्ली-110001
3. भारतीय विशिष्ट पहचान प्राधिकरण, क्षेत्रीय कार्यालय, झारखंड रांची, प्रथम तल, रियाडा केंद्रीय कार्यालय भवन, नामकुम औद्योगिक क्षेत्र, लोवाडीह, रांची-834010
4. भारतीय विशिष्ट पहचान प्राधिकरण, क्षेत्रीय कार्यालय, लखनऊ, टी.सी./46-V, तीसरा तल, विभूति खंड, गोमती नगर, लखनऊ-226010

[सं. 14011/02/2012-हिन्दी]

एस. डी. शर्मा, सहायक महानिदेशक

PLANNING COMMISSION

(UNIQUE IDENTIFICATION AUTHORITY OF INDIA)

New Delhi, the 5th March, 2013

S. O. 600.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following Regional Offices of the Unique Identification Authority of India, Planning Commission, more than 80% of the officers/staff whereof have acquired the working knowledge of Hindi :—

1. Unique Identification Authority of India, Regional Office, Chandigarh, SCO-139-141, Sector-17-C, Chandigarh (UT)-160017
2. Unique Identification Authority of India, Regional Office, Delhi, 28, Janpath Hotel, Janpath, New Delhi-110001
3. Unique Identification Authority of India, Regional Office, Jharkhand, Ranchi, 1st Floor, RIADA Central Office Building, Namkum, Industrial Area, Lowadih, Ranchi-834010
4. Unique Identification Authority of India, Regional Office, Lucknow, T.C./46-V, 3rd Floor, Vibhuti Khand, Gomti Nagar, Lucknow-226010

[No. 14011/02/2012-Hindi]

S. D. SHARMA, Assistant Director General

विद्युत मंत्रालय

नई दिल्ली, 28 फरवरी, 2013

का.आ. 601.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, एनटीपीसी लिमिटेड के प्रशासनिक नियंत्रणाधीन सिम्हाद्रि सुपर थर्मल पावर प्रोजेक्ट, पो.आ. एनटीपीसी-सिम्हाद्रि, विशाखापट्टनम, आंध्र प्रदेश-531020 कार्यालय को, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्द्वारा अधिसूचित करती है ।

[सं. 11017/4/2010-हिन्दी]

रीता आचार्य, संयुक्त सचिव

MINISTRY OF POWER

New Delhi, the 28th February, 2013

S. O. 601.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies Simhadri Super Thermal Power Project, P.O. NTPC-Simhadri, Visakhapatnam, Andhra Pradesh-531020 under the administrative control of NTPC Ltd., New Delhi, the 80% staff whereof have acquired working knowledge of Hindi.

[No. 11017/4/2010-Hindi]

RITA ACHARYA, Jt. Secy.

परमाणु ऊर्जा विभाग

मुंबई, 26 फरवरी, 2013

का.आ. 602.—सार्वजनिक परिसर (अप्राधिकृत) अधिभोगियों की बेदखली) अधिनियम 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, विभाग के सक्षम प्राधिकारी प्रशासनिक अधिकारी-III, भाभा परमाणु अनुसंधान केन्द्र, विशाखापट्टनम परियोजना, जो सरकार के राजपत्रित अधिकारी हैं, को भाभा परमाणु अनुसंधान केन्द्र, विशाखापट्टनम परियोजना के प्रशासनिक नियंत्रण के तहत विशाखापट्टनम में खरीदे गए, पट्टे अथवा भाड़े पर लिए गए परिसर के संदर्भ में उपरोक्त अधिनियम के उद्देश्य हेतु संपदा अधिकारी के रूप में नियुक्त करते हैं ।

[सं. 5/2 (19)/2010-एसयूएस/2834]

ए. सुकुमारन, अवर सचिव

DEPARTMENT OF ATOMIC ENERGY

Mumbai, the 26th February, 2013

S.O. 602.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Competent Authority in the Department appoints the Administrative Officer-III, Bhabha Atomic Research Centre, Visakhapatnam Project, a Gazetted Officer of the Government, to be the Estate Officer for the purposes of the said Act in respect of the premises purchased, leased or rented in Visakhapatnam under the administrative control of Bhabha Atomic Research Centre, Visakhapatnam Project.

[No. 5/2 (19)/2010-SUS/2834]

A. SUKUMARAN, Under Secy.

870 GI/13 – 10

संचार और सूचना प्रौद्योगिकी मंत्रालय

(दूरसंचार विभाग)

(राजभाषा प्रभाग)

नई दिल्ली, 6 मार्च, 2013

का.आ. 603.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा-संशोधित 1987) के नियम 10 (4) के अनुसरण में, संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्द्वारा अधिसूचित किया जाता है ।

1. कार्यालय, मुख्य-महाप्रबन्धक, पूर्वी दूरसंचार क्षेत्र, कोलकाता-700 073

[सं. ई-11016/1/2009-रा.भा.]

भारत भूषण कौरा, संयुक्त सचिव

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Telecommunications)

(O. L. SECTION)

New Delhi, the 6th March, 2013

S.O. 603—In pursuance of rule 10(4) of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the administrative control of Ministry of Communications and I.T., Department of Telecommunications whereof more than 80% staff have acquired working knowledge of Hindi.

1. Chief General Manager, Eastern Telecom Region Kolkata-700 073.

[No. E-11016/1/2009-O. L.]

BHARAT BHUSHAN KAURA, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 27 फरवरी, 2013

का.आ. 604.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :–

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 16024 : 2013/आई एस ओ 8454 : 2007 सिगरेट—सिगरेट के धुंए में वाष्प प्रविस्था में कार्बन मोनोऑक्साइड ज्ञात करना--एन.डी. आई. आर. पद्धति	-	31 जनवरी, 2013

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चेन्नई, मुम्बई, चण्डीगढ़ तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ एफएडी/जी-128]

डॉ. आर. के. बजाज, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 27th February, 2013

S.O. 604.—In pursuance of Clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standard, particulars of which are given in the Schedule hereto annexed has been established on the date indicated against it :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of Indian Standards, if any Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS16024 : 2013/ISO 8454 : 2007 Cigarettes—Determination of Carbon Monoxide in the Vapour Phase of Cigarette Smoke—NDIR Method	-	31 January, 2013

Copies of this Standard are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. FAD/G-128]

Dr. R. K. BAJAJ, Scientist 'F' and Head (Food & Agri.)

नई दिल्ली, 4 मार्च, 2013

का.आ. 605.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 13664 : 1993 थैला भंडारण गोदामों के लिए पोलिपैलेट--विशिष्टि	संशोधन संख्या 2 फरवरी 2013	तत्काल प्रभाव से

संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे, परवाणु, देहरादून तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ टीईडी/जी-16]

पी.सी. जोशी, वैज्ञानिक 'एफ' एवं प्रमुख (टीईडी)

New Delhi, the 4th March, 2013

S.O. 605.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that Amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. year and title of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 13664 : 1993 Ploy-pallets for bag storage godowns—Specification	Amendment No.2 Feb. 2013	With immediate effect

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Parwanoo, Dehradun, Thiruvananthapuram.

[Ref. TED/G-16]

P. C. JOSHI, Scientist 'F' & Head (Transport Engg.)

नई दिल्ली, 5 मार्च, 2013

का.आ. 606.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृति करने की तिथि, वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा मा /भाग/खण्ड/वर्ष सं.			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3918777	4-02-2013	सागर केबल इण्डस्ट्रीज, ई 35 एम आय डी सी, जलगांव-425003 महाराष्ट्र ।	1100 वो तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी रोधित केबल	भा.	मा.	694 :	1990
2	3918878	4-02-2013	उजाला स्विचेस एन्ड डिवायसेस प्रा.लि., हिमालया इण्डस्ट्रीयल कंप्लेक्स, एस वी सं. 433, शेड सं. 5 और 6, चिंचघर, कुदुस, तालुका वाडा, जिला ठाणे-421312 महाराष्ट्र ।	1100 वो तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी रोधित केबल	भा.	मा.	694 :	1990

[सं. केंद्रीय प्रमाणन विभाग/13 : 11]

ए. एस. जामखिंडीकर, वैज्ञानिक 'एफ' एवं प्रमुख (एम डी एम-III))

New Delhi, the 5th March, 2013

S. O. 606.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

Sl. No.	Licence No.	Grant Date	Name & Address (factory) of the Party	Product	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3918777	4-02-2013	Sagar Cable Industries E-35, MIDC Jalgaon-425003 Maharashtra	Pvc insulated cables for working voltages upto and including 1100 v	IS	694	:	1990
2	3918878	4-02-2013	Ujala Switches & Devices Pvt. Ltd. Himalaya Indl Complex, S V No. 433, Shed No. 5 & 6 Chinchghar, Kudus Taluka Wada, Distt. Thane-421312 Maharashtra	Pvc insulated cables for working voltages upto and including 1100 v	IS	694	:	1990

[No. CMD/13 :11]

A. S. JAMKHINDIKAR, Scientist 'F' & Head (MDM-III)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 11 मार्च, 2013

का.आ. 607.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में, भारत के राजपत्र में दिनांक 6 अगस्त 2011 को प्रकाशित पेट्रोलियम और प्राकृतिक गैस मंत्रालय की दिनांक 4 अगस्त 2011 की अधिसूचना संख्या का.आ. 2054 में निम्नलिखित संशोधन करती है :-

उक्त अधिसूचना में, "श्री वी.के. पवार, वरिष्ठ प्रचालन प्रबंधक, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पश्चिमी क्षेत्र पाइपलाइन्स, गौरीदड़" शब्दों के स्थान पर "श्री डी.के. सिंह, सामग्री प्रबंधक, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पश्चिमी क्षेत्र पाइपलाइन्स", पोस्ट बाक्स नं. 1007, मोरवी रोड, गौरीदड़, जिला राजकोट-360030" शब्द रखे जाएंगे ।

यह अधिसूचना जारी होने पर लागू होगा ।

[सं. आर-25011/9/2007-ओ.आर.-I]

पवन कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 11th March, 2013

S. O. 607—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India, Ministry of Petroleum and Natural Gas Number S. O. 2054 dated 4th August, 2011, published in the Gazette of India on 6th August, 2011 :—

In the said notificaiton,

for the words "Shri V. K. Pawar, Senior Operations Manager, Indian Oil Corporation Limited, Western Region Pipelines, Gauridad, the words "Shri D. K. Singh, Materials Manager, Indian Oil Corporation Limited, Western Region Pipelines, Post Box No. 1007, Morvi Road, Gauridad, Distt. Rajkot-360030 (Gujarat)" shall be substituted.

This modification will be effective from the date of its issue.

[F. No. R-25011/9/2007-O.R.-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 11 मार्च, 2013

का.आ. 608.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. 702(अ) तारीख 28 मार्च, 2012 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट छत्तीसगढ़ राज्य की तहसील : आरंग, जिला : रायपुर की भूमि में, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा उड़ीसा राज्य में पारादीप से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने हेतु उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ।

और उक्त अधिसूचना की प्रतियाँ सभी संबंधित भू-स्वामी को तारीख 8 सितम्बर 2012 को उपलब्ध करा दी गई थी ।

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ।

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने का विनिश्चय किया है ।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है ।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है, कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त हो कर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील—आरंग		जिला—रायपुर	राज्य—छत्तीसगढ़		
			क्षेत्रफल		
क्रम सं.	गांव का नाम	खसरा सं.	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1	गोईन्दा	1415/2	00	27	10

[सं. आर-25011/21/2010-ओ आर-I]

पवन कुमार, अवर सचिव

New Delhi, the 11th March, 2013

S. O. 608.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S. O. 702(E) dated 28th March, 2012 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the land in Tehsil—Arang, District—Raipur, in Chhattisgarh, State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) and Ranchi (Jharkhand) by Indian Oil Corporation Limited;

And whereas, copies of the said notification were made available to the public on 8th September, 2012.

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted his report to the Central Government.

And whereas, the Central Government has after considering the said report, decided to acquire the right of user in the land specified in the Schedule appended to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline.

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Central Government hereby directs the right of user in the said land shall instead of vesting in the Central Government, vest on date of publication of this declaration, in Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil : Arang		District : Raipur		State : Chhattisgarh	
Sl. No.	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
1	Goinda	1415/2	00	27	10

[No. R-25011/21/2010-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 11 मार्च, 2013

का.आ. 609.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. 700(अ) तारीख 28 मार्च 2012 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट छत्तीसगढ़ राज्य की तहसील : जैजैपुर, जिला : जांजगीर-चांपा की भूमि में, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा उड़ीसा राज्य में पारादीप से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने हेतु उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ।

और उक्त अधिसूचना की प्रतियाँ सभी संबंधित भू-स्वामी को तारीख 1 सितम्बर 2012 को उपलब्ध करा दी गई थी ।

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ।

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने का विनिश्चय किया है ।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है ।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है, कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील—जैजैपुर		जिला—जांजगीर-चांपा		राज्य—छत्तीसगढ़	
क्रम सं.	गांव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1	कोटेतरा	910	00	08	46
2	कुटराबोड	1358/2	00	14	77
		1358/1	00	00	10
		1523	00	02	50

1	2	3	4	5	6
3	हसौद	1696	00	06	94
4	तुषार	107	00	09	72
		111	00	11	70
		16	00	05	00
		115	00	07	92
		109	00	06	12
		116	00	00	87
		18	00	12	00
5	गलगलाडीह	715/1म	00	10	80
6	देवरघटा	874	00	12	82
		841	00	00	10
		843	00	02	00
		844, 845	00	02	00
		846/1	00	01	00
		846/2	00	01	50
		846/3	00	02	00
		850	00	01	50
		849	00	05	26
		868	00	02	95
		869	00	01	20
		856	00	00	75
7	नंदेली (महाल नंबर-1)	662	00	04	43
		667	00	00	93

[सं. आर-25011/28/2010-ओ आर-I]

पवन कुमार, अवर सचिव

New Delhi, the 11th March, 2013

S. O. 609.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S. O. 700(E) dated 28th March 2012 issued under sub section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the land in Tehsil—Jaijaipur, District—Janjgir Champa in Chhattisgarh, State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) and Ranchi (Jharkhand) by Indian Oil Corporation Limited;

And whereas, copies of the said notification were made available to the public on 1st September 2012.

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted his report to the Central Government;

And whereas, the Central Government has after considering the said report, decided to acquire the right of user in the land specified in the Schedule appended to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby adcquired for laying the pipeline.

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Central Government hereby directs the right of user in the said land shall instead of vesting in the Central Government, vest on date of publication of this declaration, in Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil : Jajaipur District : Janjgir Champa State : Chhattisgarh

Sl. No.	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
1	Kotetara	910	00	08	46
2	Kutrabod	1358/2	00	14	77
		1358/1	00	00	10
		1523	00	02	50
3	Hasaud	1696	00	06	94
4	Tushar	107	00	09	72
		111	00	11	70
		16	00	05	00
		115	00	07	92
		109	00	06	12
		116	00	00	87
		18	00	12	00
5	Galgaladih	715/1M	00	10	80
6	Devarghata	874	00	12	82
		841	00	00	10
		843	00	02	00
		844,845	00	02	00
		846/1	00	01	00
		846/2	00	01	50
		846/3	00	02	00
		850	00	01	50
		849	00	05	26
		868	00	02	95
		869	00	01	20
		856	00	00	75
7	Nandeli (Mahal Number-1)	662	00	04	43
		667	00	00	93

[No. R-25011/28/2010-OR-I]

PAWAN KUMAR, Under Secy.

870 GI/13-11

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 15 फरवरी, 2013

का.आ. 610.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 28/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-2-2013 को प्राप्त हुआ था ।

[सं. एल-41011/50/2008-आई आर (बी-I)]
बी. एम. पटनायक, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 15th February, 2013

S.O. 610.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/2009) of the Central Government Industrial Tribunal -cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the management of North Central Railway and their workman, which was received by the Central Government on 15-2-2013.

[No. L-41011/50/2008-IR (B-I)]
B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 28 of 2009

Between—

The
Secretary,
United Trade Union Congress, (UPO)
107/76 Jawahar Nagar,
Kanpur.

And

The Divisional Railway Manager,
North Central Railway
Jhansi.

AWARD

1. Central Government vide notification no. L-41011/50/2008/IR-B-1 dated 22-05-09 has referred the following dispute for adjudication to this tribunal-

2. Whether the demand of the Secretary, United Trade Union Congress (UP) Kanpur for treating the period from 4-2-95 to 24-3-04 as duty and release of salary and allowances or the said period in respect of Sri Jai Prakash Sharma, Watchman, Chief Section Engineer is legal and justified ? To what relief is the concerned workman entitled?

3. Brief facts are -

4. It has been stated by A.R. Sri Abhishal Srivastava of the claimant that the claimant has expired and the LRs of th deceased workman has not authorized him to file any Authority letter in case on their behalf. Therefore, no evidence has been produced on behalf of the workman by the LRs.

5. Therefore this is a case where after exchange of pleadings the LRs on behalf of the deceased worker have failed to prove the pleadings filed by the claimant.

6. Therefore, it cannot be held the demand of the Secretary United Trade Union Congress for treating the period from 04-02-95 to 24-03-04 as duty and release of salary / allowances for the said period in respect of Sri Jai Parkash Sharma, Watchman is just and legal.

7. Therefore, the reference is decided in favour of the management and against the Union.

RAM PARKASH, Presiding Officer

नई दिल्ली, 15 फरवरी, 2013

का.आ. 611.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेशवर के पंचाट (संदर्भ संख्या 62/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-2-2013 को प्राप्त हुआ था ।

[सं. एल-12012/93/2008-आई आर (बी-I)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 15th February, 2013

S.O. 611.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.62/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workman, received by the Central Government on 15-2-2013.

[No. L-12012/93/2008-IR (B-I)]
B. M. PATNAIK, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri J. Srivastava, Presiding Officer,
C.G.I.T.-cum-Labour Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE No. 62/2008

Date of Passing Award - 29th January, 2013

Between :

The Asst. General Manager,
State Bank of India,
Bapujinagar Branch,
Dist. Khurda, Bhubaneswar,
(Orissa) ....1st Party-Management

And

Their workman Sri Bhagyadhar Mallick,
Qr. No. VR-5/1, Kharvela Nagar, Unit-3,
Bhubaneswar. (Orissa) ....2nd Party-Workman

Appearances :

Shri Alok Das, Authorized Representative	For the 1st Party-Management
None	For the 2nd Party-Workman

AWARD

The Government of India in the Ministry of Labour has referred the present dispute existing between the employers in relation to the Management of State Bank of India and their workman under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Letter No. L-12012/93/2008 - IR(BI), dated 6-10-2008 to this Tribunal for adjudication to the following effect:

> "Whether the action of the management of State Bank of India, Main Branch, Bhubaneswar in terminating the services of Sri Bhagyadhar Mallick w.e.f. 30-9-2004 without complying the provisions of the I.D. Act, 1947 is legal and justified ? To what relief is the workman concerned entitled"?

2. The 2nd Party-Workman has filed his statement of claim alleging that he had joined his services as a Messenger on 6-10-1987 after succeeding in interview. He was assured to get permanent appointment order after one year or on completion of 240 days' work in a calendar year, but despite completion of several years of continuous satisfactory service and putting in more than 240 days' work in each year he was not regularized, instead terminated and refused employment from 30-9-2004 by the 1st Party-Management without any written communication or payment of compensation. The 1st Party-Management in refusing employment to him violated all principles of natural justice and mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. He therefore brought the matter into the notice of the C.G.M. and C.D.O. of the State Bank of India, L.H.O., Bhubaneswar. But on hearing nothing, he raised an industrial dispute before the Regional Labour Commissioner (Central) vide his letter dated 25-2-2005. Conciliation proceedings were started, but they failed and thereupon a failure report was submitted to the Government and the Government made the present reference. He is thus entitled to get full back wages and reinstatement with continuity of service with effect from 30-9-2004.

3. The 1st Party-Management in its reply through written statement has stated that the present dispute is misleading and misconceived in as much as the 2nd Party-workman had already raised a similar dispute along with 124 other workers through the State Bank of India Temporary 4th Grade Employees Union before the Assistant Labour Commissioner (Central), Bhubaneswar challenging their alleged termination of service by the 1st Party-Management. In the said dispute the failure report was sent by the Asst. Labour Commissioner (Central), Bhubaneswar to the Ministry of Labour who in turn referred the matter to this Tribunal for adjudication and the same is pending before this Tribunal being I.D. Case No. 7/2007. The name of the 2nd Party-workman is appearing at Sl. No. 49 in Annexure-A to the said reference. Thus, raising a common dispute for same cause of action and again raising individual dispute for same relief is nothing but an abuse of the process of law and amounts to multiplicity of litigation. The Asst. Labour Commissioner (Central) while conciliating the individual disputes disregarded the direction of the Deputy Chief Labour Commissioner (Central) not to take any further action on the separate disputes raised by the same workers for the same cause of action. The allegation of the 2nd Party-workman that he had joined the Bank on 6-10-1987 and he was discontinued from service on 30-9-2004 is not correct. He was engaged intermittently on temporary/daily wage basis due to exigencies of work. When his services were no more required he was not engaged further. It is further denied that he was performing his duties with all sincerity and honesty and to the best of satisfaction of the Authority. The 2nd Party-workman has neither completed several years of continuous service in the Bank nor he has completed 240 days of continuous service in any calendar year preceding the date of his alleged termination. In order to give an opportunity for permanent absorption to the ex-temporary employees/daily wagers in the Bank in view of the various settlements entered into between the All India State Bank of India Staff Federation and the Management of the State Bank of India all eligible persons were called for interview. The 2nd Party-workman was also called for interview in the year 1990 and 1993. But he was not found successful hence could not be appointed in the Bank. The Union or the 2nd Party-workman has never challenged the implementation of the settlement which has now gained finality. It is further submitted that some of the wait-listed candidates, who could not be absorbed in the Bank's service due to expiry of the panel on 31 st March, 1997, filed Writ Petitions before the Hon'ble High Court of Orissa. But the Hon'ble High Court of Orissa by a common order dated

15-5-1998 passed in O. J.C. No. 2787/1997 dismissed a batch of Writ Petitions and upheld the action of the Management of the Bank. This order of the Hon 'ble High Court was also upheld by the Hon'ble Supreme Court of India in S.L.P. No. CC - 3082/1999. Hence the above matter has attained finality and cannot be re-agitated. Since the services of Sri Mallick had been terminated much before the year 2004 his claim has become stale by raising the dispute after ten years. It is a settled principle of law that delay destroys the right to remedy. Thus the present dispute is liable to be rejected on the above grounds.

4. On the pleadings of the parties following issues were framed :-

ISSUES

1. Whether the present reference of the individual workman during the pendency of the I.D. Case No. 7/2007 before this Tribunal on the same issue is legal and justified ?

2. Whether the workman has worked for 240 days as required under Section 25- F of the Industrial Disputes Act ?

3. Whether the action of the Management of State Bank of India, Bhubaneswar Main Branch, Bhubaneswar in terminating services of Shri Bhagyadhar Mallick with effect from 30-9-2004 is fair, legal and justified ?

4. To what relief is the workman concerned entitled ?

5. The 2nd Party-workman despite giving sufficient opportunity did not adduce any evidence either oral or documentary in support of his claim and willingly kept himself out of the proceedings at the stage of evidence by absenting himself or his Union representative.

6. The 1st Party-Management has adduced the oral evidence of Shri Abhay Kumar Das as M.W.-1 and filed documents marked as Ext.-A to Ext.-J in refutation of the claim of the 2nd Party-workman.

FINDINGS

ISSUE NO.1

7. A specific plea has been raised by the 1st Party-Management that a group of 125 employees including the 2nd Party-workman had already raised a similar dispute in I.D. Case No. 7/2007 before this Tribunal for the same relief which is pending for adjudication. The dispute as referred to in I.D. Case No_ 7/2007 is given below for comparison with the dispute in the present case -

Whether the action of the Management of State Bank of India, Orissa Circle, Bhubaneswar in not considering the case of 125 workmen whose details are in Annexure-A for re- employment as per Section 25(H) of Industrial Disputes Act, 1947 is legal and justified ? If not, what relief the workmen are entitled to ?

8. The name of the 2nd party-workman appears at Sl. No. 49 in Annexure-A to the above reference. In both the cases the matter of disengagement or so called retrenchment is involved to be considered in one or the other way and the relief claimed is with regard to re-employment. But challenge has been made more specifically against the termination of service of the 2nd Party-workman in the present case while in I.D. Case No. 7/2007 prayer has been made with regard to consideration of the case of 125 workmen for re-employment as per Section 25-H of the Industrial Disputes Act, 1947. In fact, in the latter case the workmen have submitted or virtually surrendered to their cessation of employment or alleged termination, whereas in the present case they have challenged their termination on facts and law. Virtually . in the present case validity and legality of the alleged termination has to be tested at the alter of facts and legal propositions. Therefore it cannot be said that the issues involved in both the cases are same. This case can proceed despite pendency of I.D. Case No. 7/2007 and the present reference by the individual workman pending for adjudication is maintainable being legal and justified. This issue is therefore decided in the affirmative and against the 1st Party- Management.

ISSUE NO. 2

9. The onus to prove that the 2nd Party-workman has completed one year or 240 days of continuous service during a period of 12 calendar months preceding the date of his alleged termination or disengagement from service lies on him, but the 2nd Party-workman has not adduced any evidence either oral or documentary in support of his contention. He has only alleged in his statement of claim that he had joined the service on 6-10-1987 and worked till 30-9-2004 on temporary/casual/daily wage basis, but he has not filed any certificate or reliable document showing the break-up of year-wise service rendered by him under the 1st Party- Management during the above period. The 1st Party-Management, on the other hand, has alleged that the 2nd Party-workman was engaged intermittently on temporary/daily wage basis due to exigencies of work and he had never completed 240 days continuous service in a calendar year. M.W.-1 Shri Abhay Kumar Das in his statement before the Court has stated that "The disputant was working intermittently for few days in our Branch on daily wage basis in exigencies..... He had not completed 240 days of continuous and uninterrupted service preceding the alleged date of the termination". He has denied the allegation that the workman was discontinued from service with effect from 30-9-2004, but has stated that "In fact the workman has never worked after 1997". The 2nd Party-workman has to disprove the evidence led by the 1 st Party- Management, but he has not come before the Court to give evidence. A temporary or daily wage worker has no right to claim reinstatement and particularly when such an employee had not worked for 240 days continuously

during a period of 12 calendar months preceding the date of his so-called termination. Thus he is not entitled to get benefit of Section 25-F of the Industrial Disputes Act, 1947. This issue is hereby decided against the 2nd Party-workman for failing to prove that he had worked for 240 days continuously during a period of 12 calendar months preceding the date of his disengagement or alleged termination from service.

ISSUE NO. 3

10. Since the 2nd Party-workman could not prove that he had rendered 240 days continuous service under the 1st Party-Management during a period of 12 calendar months preceding the date of his disengagement or alleged termination, he is not entitled for re-employment even in case of his alleged illegal and arbitrary termination. Moreover, he was a temporary/casual/daily wage employee. His services can be terminated at any time without assigning any cause by the 1st Party-Management. He has no legal right to be retained in service for the extended period, if he was appointed for a certain period or when no time is specified. The 2nd Party-workman has not filed any letter of appointment or proof of having rendered service under the lst Party-Management for a specified period against a regular post. The 1st Party-Management has further alleged that in time of exigencies only the 2nd Party-workman was employed. It means that with the end of exigencies his job also came to an end. In view of the matter the action of the management of State Bank of India,Main Branch, Bhubaneswar in terminating the services of Sri Bhagyadhar Mallick with effect from 30-9-2004 his termination is fair, legal and justified. This issue is accordingly decided in the affirmative and against the 2nd Party-workman.

ISSUE NO. 4

11. In view of the findings recorded above under Issues No. 2 and 3, the 2nd Party-workman is not entitled to any relief whatsoever claimed.

12. Reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 18 फरवरी, 2013

का.आ. 612.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चित्रादुर्गा ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 03/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-2-2013 को प्राप्त हुआ था ।

[सं. एल-12012/169/2004-आई आर (बी-I)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th February, 2013

S.O. 612.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.03/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of Chitradurga Grameena Bank and their workmen, received by the Central Government on 18-2-2013.

[No. L-12012/169/2004-IR (B-I)]
B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL - CUM - LABOUR COURT, BANGALORE

DATED : 22nd January, 2013

Present : Shri S. N. NAVALGUND, Presiding Officer

C. R. No. 03/2005

I Party

Sh. H Somashekara,
S/o Sh. Hanumanthappa,
C/o G H Palaiah, 'Shivalaya',
C K Pura Extension, Behind Old
Vyshali Nursing Home,
CHITRADURGA.

II Party

The Chairman,
Chitradurga Gramina Bank,
Head Office, P B No. 70,
V P Extension,
CHITRADURGA - 577 501.

Appearances

I Party : Shri S V Shastri
Advocate

II Party : Shri B C Prabhakar
Advocate

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) of Sub-section (2A) of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L- 12012/169/2004-IR(B-I) dated 10-12-2004 for adjudication on the following schedule :

SCHEDULE

"Whether the management of Chitradurga Grameena Bank is justified in dismissing Sri H. Somasekhara from the services of the bank ? If not to what relief the workman is entitled to?"

2. On receipt of the reference while registering it in C R 03/2005 when notices were issued to both the sides they entered their appearance through their respective Advocates and claim statement of the I Party came to be filed on 23-2-2005, whereas the counter statement of the II Party came to be filed on 25-8-2005.

3. After completion of the pleadings having regard to the certain allegations made by the I Party touching the fairness of the Domestic Enquiry my learned predecessor while framing a Preliminary Issue as to Whether the Domestic Enquiry held against the I Party by the II Party is fair and proper ?, after receiving the evidence of Enquiry Officer in the Domestic Enquiry as MW 1 for the management and exhibiting Ex M-1 to Ex. M-22 and also of the I party workman as WW 1 after hearing the arguments addressed by the learned advocates for both sides by order. dated 13-9-2006 answered the Preliminary Issue in the Affirmative holding that the Domestic Enquiry as Fair and Proper, the I party workman lead his evidence on victimization, discrimination in punishment and being not gainfully employed after his dismissal from the service of the II Party bank the points that now remains for my consideration are:

Point No.1: Whether the I party demonstrates the finding of the Enquiry Officer holding the charges as proved is perverse?

Point No.2 : If not, whether he demonstrate that he has been unnecessarily victimized, discriminated in imposing punishment and that the punishment imposed for the alleged misconduct is excessive?

Point No. 3 : What order?

4. It is borne out from the records/Enquiry File that while the I party workman was working as Clerk-cum-Cashier at Yarabally Branch of the II Party Bank on a complaint filed by Sh. V Kantaraj, S/o Virupakshappa, SB Account holder No. 185 at Yarabally Branch on 29-10-1998 which is at Ex. ME-8 alleging that towards his loan account he had remitted an amount of ₹ 15,000.00 on 25-6-1998 and a sum of ₹10,000.00 on 3-7-1998 and on the previous day i.e. 28-10-1998 when he came to the bank and approached the Manager to know the remaining balance to be paid by him with an intention to clear off the same he learnt from him the amount of ₹ 15,000.00 and ₹10,000.00 remitted by him on 25-06-1998 and 3-07-1998 respectively being not credited to his loan account for which he had counter foils, the II Party bank issued him a letter of suspension dated 2-11-1998 the copy of which is produced at Ex. M-1 and then after getting the internal inspection got made through MW 1, Sh. G C Thimmanna, issued him charge sheet dated 8-12-1998 the copy of which is produced at Ex M-2 alleging that he who received ₹ 15,000.00 on 25-06-1998 and ₹ 10,000.00 on 03-07-1998 remitted for credit to VSL(B)11/97-98 of Sh. V Kantharaju, S/o Virupakshappa, Yarabally Village retaining them till 16-07-1998 and 29-10-1998 respectively without remitting to his loan account temporarily misappropriated the said amounts and thereby committed misconduct as per regulation 19 within the meaning of Regulation of 30(2) of Chitradurga Gramina Bank Staff Service Regulations, 1982. Then on a reply of bare denial dated 18-01-1999 by the I Party the copy of which is produced at Ex M-3 the DA being not satisfied of the said reply appointing Sh. S Rajashekaraiah as Enquiry Officer and Sh. P V Kondappa as Presenting Officer the copies of which are produced at Ex M-4 and Ex M-5 ordered for holding the Domestic Enquiry. Subsequently, the Disciplinary Authority substituted Sh. K Rajashekarappa, Manager at Head Office as the Presenting Officer in the place of Sh. P V Kondappa by his order dated 27-08-1999 the copy of which is produced at Ex . M-6. Then the Enquiry Officer observing the formalities of preliminary hearing while recording the evidence of Sh. G C Thimanna, Sh. Kantharaj, Sh. V Thippeswamy, Sh. A V Vijayakumar as MW 1 to 4 and exhibiting 12 documents as Ex. ME-1 to Ex. ME-12 and the evidence given by the CSE/1 Party and exhibiting one document as DEx-1 for him after receiving the written briefs from the Presenting Officer and the Defence Representative submitted his enquiry finding dated 14-10-2000 which is produced at Ex M-10 holding the CSE/I Party as guilty of charge. Thereafter, the Disciplinary Authority while forwarding the copy of the Enquiry Report and affording him an opportunity of hearing passed the order of Dismissal dated 8-07-2003 which is produced at Ex M-18. Then on appeal being preferred to the Board Directors, Chitradurga Gramina Bank through his appeal Memo dated 8-10-2003 the Appellate Authority after affording the opportunity of hearing by detailed order dated 4-11-2003 dismissed the appeal upholding the decision of the Disciplinary Authority. Then on I party raising. the dispute before ALC(C), Hubli on its failure the Central Government made this reference for adjudication.

5. The grievance of the I party in his claim statement on the finding of the Enquiry Officer is that when in the so called complaint filed by Sh. Kantharaju dated 29-10-1998/ Ex ME-8 since his name was not disclosed as the person receiving the amounts in question taking another complaint from him on 03-11-1998 which is produced at Ex M-10 he has been falsely implicated. It is further contended though it is admitted by the management witnesses on the counter foils of the challans produced at Ex. ME-2 and Ex. ME-3 regarding alleged remittances of ₹15,000.00 and ₹ 10,000.00 the dates of remittance/receipt is not visible the finding of the Enquiry Officer that the same remittances/ receipts were dated 25-06-1998 and 3-7-1998 respectively is perverse therefore, the charge of temporary misappropriation by him being the cashier at the relevant time. It is not in dispute the entries (filling up of the gap) appearing in Ex ME-2 and ME-3 and corresponding remittance challan at Ex ME-11 and Ex ME-12 are being in the hand writing of the CSE/I Party himself. As per the bank seal on Ex ME-11 and Ex ME-12 the remittances of ₹ 15,000.00 and ₹ 10,490.00 corresponding to counter foils at Ex ME-2 and Ex ME-3 have been made on 16-07-1998 and 29-10-1998 respectively. The I party wants to take the benefit of invisibility of the dates on the counter foils and initial of recipient instead of full signature wants

this tribunal to believe that the remittances were not made on the alleged dates 25-06-1998 and 3-07-1998 as such the finding of the Enquiry Officer that he temporarily misappropriated those amounts till 16-07-1998 and 29-10-1998 respectively is perverse. When admittedly the Yerabally Branch was comprising of the Manager Sh. V Thippeswamy, himself (CSE) as Clerk-cum-Cashier and one Sub-staff alone and he admits that the handwriting of the counter foils as well as remittance challans in Ex ME-2, 3, 11 and 12 are of himself and even it is proved that the initials appearing on these counter .foils and challans belongs to him the non-visibility of dates on the respective counter foils can be attributed to him only and even it can be said that with a view to retain the said amount for some time he might have put the seal without visibility of the dates. Though the management witnesses have admitted that the cashier receiving the amount has to put his full signature on the counter foils issued to the customer, the counter foils in the instant case are bearing only the initials this cannot absolve the CSE from his responsibility because it is wrong committed by him. When the officials in the Branch acquainted with his handwriting and initials unequivocally deposed in the enquiry the handwriting on the counter foils and the remittance challan as well as the initial in the seal of the bank appearing on them belongs to the CSE/I Party and he failed to rebut the same absolutely I find no error being committed by the Enquiry Officer the CSE/I Party who was Clerk-cum-Cashier of Yerabally Branch of the II party on 25-6-1998 and 3-7-1998 received ₹15,000.00 and ₹ 10,000.00 respectively towards the loan account of Sh. V Kantharaju and passed counter foils on the very day produced at Ex ME-2 and Ex ME-3 and retained the first remittance of ₹.15,000.00 made on 25-06-1998 till 16-07-1998 and only after the account holder complained on 29-10-1998 he managed to make good the remittance of ₹ 10,000.00 made on 3-7-1998 remitting a sum of ₹ 10,490.00 through his friend Sh. A V Ramaprasad. When as per the evidence of CSE/I Party himself the staffing pattern of Yerabally Branch at the relevant time was 1 + 1 + 1, One Manager, One Clerk and Sub-staff when he himself admit that the handwriting in the counter foils and remittance challans (Ex ME-2, 3, 11 and 12) are of himself and the cashier who receives the amount puts the seal and signature, only because he has put the seal in such a fashion the date could not be seen he cannot escape his liability or attribute anything against any of the other staff in the Bank and he himself has to owe the responsibility of non-visibility of the dates on the counter foils at Ex ME-2 and ME-3. A suggestion appears to have been made on behalf of the CSE that there is possibility of someone else putting the seal and initial resembling his initial on the counter foil is possible without highlighting that there was anyone who was after him to falsely implicate him. Therefore, in the Domestic Enquiry held by the II Party management the evidence adduced before the Enquiry Officer was more than sufficient to say that the charge is proved. Therefore, absolutely I find no reason to say or hold the finding of the Enquiry Officer charge being proved is perverse. In the result, I arrive at conclusion of answering Point No.1 in the Negative.

6. Absolutely no cogent evidence is brought on record by the I Party any staff of the Bank temporarily misappropriating the customers money being imposed with punishment lesser than the punishment of dismissal imposed against him and he also failed to place on record any evidence he being singled out and victimized in the instant case. On the other hand as laid down by the Apex Court in the case of Janatha Bazaar (South Canara Whole Sale Stores Ltd) etc - Appeallants vs. Secretary, Sahakari Noukara 'Sangha - Respondents reported in AIR 2000 SC 3129 fact that misappropriation is for small or large amounts or that past record of employee is unblemished is irrelevant when charge of breach of trust and misappropriation is proved against him. Therefore, in the instant case as far as the first remittance in question of ₹ 15,000.00 made on 25-06-1998 was remitted to the Bank on 16-7-1998 before the same had not come to the notice of customer whereas the second remittance of ₹ 10,000 made on 3-07-1998 only when customer came to know of it on 28-10-1998 he made it good by getting it remitted on the following day i.e., 29-10-1998 through his friend Sh. A V Ramaprasad. Therefore though this act on the part of CSE/I Party amounts to temporary misappropriation of the customers money the same cannot be viewed leniently to interfere in the punishment imposed by the management dismissing him from service under Section 11 A of the Industrial Dispute Act, 1947. Under the circumstances I also arrive at conclusion of answering Point No. 2 in the Negative and proceed to pass the following order :

ORDER

The reference is rejected holding that the management of Chitradurga Gramina Bank is justified in dismissing Sh. H Somashekara from the Bank and that he is not entitle for any reliefs.

S. N. NAVALGUND, Presiding Officer

ANNEXURE-I

List of witnesses examined before this Tribunal on Domestic Enquiry :

MW 1 - Sh. S Rajashekaraiah, Enquiry Officer

WW 1 - Sh. H Somashekar,

Documents exhibited before this Tribunal on Domestic Enquiry :

Ex.M-1	Order of suspension dated 2-11-1998
Ex.M-2	Charge Sheet dated 8-12-1998
Ex.M-3	Explanation dated 18-01-1999
Ex.M-4	Letter of Appointment of Enquiry Officer dated 22-02-99
Ex.M-5	Letter of Appointment of Presenting Officer dated 22-02-99

Ex.M-6 Letter dated 27-09-1999 of the Second Party

Ex.M-7 Letter dated 27-05-1999

Ex.M-8 Notice of Enquiry

Ex.M-9 Enquiry Proceedings

Ex.M-10 Exhibits marked on behalf of Management (12 in No.)

Ex.M-11 Exhibits marked on behalf of First Party (1 in no.)

Ex.M-12 Written arguments submitted by the Presenting Officer

Ex.M-13 Written arguments submitted by the Defence Representative

Ex.M-14 Miscellaneous Papers

Ex.M-15 Report and Findings dated 14-10-2000

Ex.M-16 Letter dated 20-10-2000 of the second party

Ex.M-17 Objection to the Enquiry Report of first party dated 09-11-2000

Ex. M-18 Order of dismissal dated 08-07-2003

Ex.M-19 Proceedings of the Disciplinary Authority

Ex.M-20 Letter dated 19-08-2003

Ex.M-21 Appeal dated 8-10-2003

Ex.M-22 Order or Appellate Authority

List of witnesses examined before this Tribunal on Victimization and Unemployment :

MW 2 - Sh. P V Kondappa, Manager, IR Section

WW 1 - Sh. H Somashekar,

Documents exhibited on victimization and unemployment:

Ex. M-23 Memorandum of imputation of lapse dated 2-7-2004 issued to Sri B. S. Shivakumaraswamy

Ex. M-24 Copy of the Proceedings of the Chairman dated 2-7-2004

Ex. M-25 Copy of the Explanation letter dated 21-7-2004 submitted by Sri B S Shivakumaraswamy to the imputation of lapse.

Ex.M-26 Copy of the Punishment Order dated 21-9-2004 issued to Sri B S Shivakumaraswamy imposing the punishment of postponement of increment for three months without cumulative effect

Ex.M-27 Copy of the letter dated 2-5-2003 issued to Sri MC Nijaguna

Ex.M-28 Copy of the Explanation Letter dated 19-5-2003 of Sri Nijaguna

Ex.M-29 Copy of the letter dated 13-8-2003 issued to Sri Nijaguna in respect of the violation of Circular Guidelines.

Ex.M-30 Warning letter dated 26-8-2004 issued to Sri Nijaguna warning him for violating the Circular Guidelines.

Ex.M-31 Charge Sheet dated 6-7-1993 issued to Mr. Rafeek Ahamed Pasha

Ex.M-32 Personal Hearing proceedings held before the Chairman & Disciplinary Authority dated 7-12-1994.

Ex.M-33 Letter dated 7-12-1994 submitted by Mr. Pasha to the Disciplinary Authority.

Ex.M-34 Orders of the Disciplinary Authority along with Proceedings of the Disciplinary Authority dated 8-12-1994

Ex.M-35 Proceedings of the Chairman dated 7-6-1991.

Ex.M-36 Proceedings of the Chairman dated 21-9 -1992.

Ex.M-37 Charge Sheet dated 7-1-1993 issued to Sri H Somashekar.

Ex.M-38 Charge sheet dated 7-4-1993 issued to Sri H Somashekar.

Ex.M-39 Proceedings of the Chairman dated 29-10-1993.

Ex.M-40 Proceedings of the Chairman dated 5-7-1993.

Ex.M-41 Proceedings of the Chairman dated 7-1-1994.

Ex.W-1 Reply of Sh. Nijaguna Dated 12-09-2003

Ex.W-2 Show Cause Notice issued to Sh. Rafeeq

Ex.W-3 Copy of Charge Sheet dated 6-07-1993

List of witnesses examined in the Domestic Enquiry:

MW 1 - Sh. G C Thimanna

MW 2 - Sh. Kantharaj

MW 3 - Sh. V Thippeswamy

MW 4 - Sh. A V Vijayajkumar

DW 1 - Sh. H Somasekhara

Documents exhibited on behalf of the Management before the Enquiry Officer:

MEx-1- Ledger sheet Folio no. 162993 (VSL-B-11/97-98)

MEx-2- Representation dated 29-10-98 of V Kantharaj

MEx-3- Request for Loan/OD facility dtd. 18-6-98 (F.18)

MEx-4- Letter of request for loan (CGBF-18) dtd. 16-1-98

MEx-5- KDR-123/95-96 deposit receipt (No. 0955778)

MEx-6- Pronate dtd. 18-6-98 of VSL(B)-11/97 (Yerabally Br.)

MEx-7- Special Report dtd. 29-10-98 of G V Thimanna

MEx-8- Statement dtd. 3-11-98 by V Kantharaj

MEx-9- Counter foil dtd. 3-7-98 by VSL-11/97 for Rs. 10,000 of Yerabally Branch.

MEx-10- Counter foil dtd. 25-6-98 for Rs. 5,000 of Yerabally Br. relating to VSL-11/97

MEx-11- Loan Challan dtd. 16-7-98 for Rs. 15000 (VSL(B)-11/97)

MEx-12- Loan Challan dtd. 16-7-98 for Rs. 10490 (VSL(B)-11/97)

DEx-1- Specimen signature register copy Page No. 15

नई दिल्ली, 20 फरवरी, 2013

का.आ. 613.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स भारतीय जीवन बीमा निगम आसनसोल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 6/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-2013 को प्राप्त हुआ था ।

[सं. एल-17012/16/2005-आई आर (एम)]
जोहन तोपनो, अवर सचिव

New Delhi, the 20th February, 2013

S.O. 613.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 6/2006) of the Central Government Industrial Tribunal/Labour Court, Asansol now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. LIC Asansol and their workman, which was received by the Central Government on 5-2-2013.

[No. L-17012/16/2005-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present : Sri Jayanta Kumar Sen, Presiding Officer

REFERENCE NO. 06 OF 2006

Parties: Industrial Dispute between the Management of Sr. Divisional Manager (Disciplinary Authority), LIC, Asansol

Vrs.

Their Workman

Repersentatives:

For the Management: Sri Madhab Banerjee, Advocate

For the union (Workman): None

Industry: LIC State: West Bengal

Dated the 20-11-2012

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its letter No. L-17012/16/2005-IR (M) Dated 19-04-2006 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the Sr. Divisional Manager (Disciplinary Authority), LIC, Asansol in dismissing Sri. Dilip Kumar Pramanik, Watchman from service w.e.f. 31-1-2005 is justified? If not, what relief he is entitled to?"

On receipt of the Order No. L-17012/16/2005-IR(M) dated 19-04-2006 of the above mentioned reference from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 06 of 2006 was registered on 01-05-2006 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Since the workman is already dead and no substitution petition has been filed on behalf of the workman, it appears that none is interested to proceed with the case. So the case is closed and accordingly a "No Dispute" Award is passed.

ORDER

Let an award be and same is passed in terms of the above finding as No Dispute existing. Send the two copies of the award to the Ministry of Labour and Employment, Government of India, New Delhi for information and needful. The reference is accordingly disposed of.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 20 फरवरी, 2013

का.आ. 614.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स आई बी पी कं. लिमिटेड अब इंडियन ऑयल कं. लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 1 मुम्बई के पंचाट (संदर्भ संख्या 20/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-2-2013 को प्राप्त हुआ था ।

[सं. एल-30012/35/2006-आई आर (एम)]
जोहन तोपनो, अवर सचिव

New Delhi, the 20th February, 2013

S.O. 614.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/2007) of the Central Government Industrial Tribunal/Labour Court

870 GI/13-12

No.-1, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. IBP Co. Ltd., Now Indian Oil Company Ltd, and their workman, which was received by the Central Government on 15-2-2013.

[No. L-30012/35/2006-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present : Justice G. S. Sarraf, Presiding Officer

REFERENCE NO. CGIT-1/20 OF 2007

Parties: Employers in relation to the management of IBP Co. Ltd.

Now

Indian Oil Company Ltd.

And

Their Workman (G.K. Chavan)

Appearances :

For the first party: Shri D.B. Mondkar, Adv.

For the second party workman: Shri J.P. Sawant, Adv.

State : Maharashtra

Mumbai, dated the 21st day of Janurary, 2013

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947 (hereinafter referred to as the Act). The terms of reference given in the schedule are as follows:

> Whether Shri G.K. Chavan is a workman under ID Act? If so, whether his termination by the management of IBP Co. Ltd.w.e.f. 1-12-2005 is legal and just? If not, what relief the workman is entitled to?

2. According to the statement of claim filed by the workman G.K. Chavan he was employed by the first party in January 1991 to attend to its work in connection with banking, postage, sealing of tank lorries and pasting of labels at its office at Panewadi, Manmad, Dist. Nasik, Maharashtra. The workman was attending to the work of permanent nature and he was in continuous service. The workman was paid his remuneration. The workman repeatedly requested the first party to make him permanent but the first party in order to deprive him of his claim for regularization and permanency advised the workman to submit quotations for the works the workman was attending to. He had no alternative but to act upon the advice of the first party in order to save his employment. The workman thereafter submitted quotations for the work under the name of M/s. Vaishali Multi Services. The first party then terminated his services w.e.f. 1-12-2005 by its letter dtd. 1-10-2005 and 28-10-2005 addressed to M/s. Vaishali Multi Services. According to the statement of claim the workman is a workman as defined under Section 2(S) of the Act. The so called contract agreements and paper made arrangements made at the instance of the first party were sham, bogus, nominal and a mere comouflage to deprive the workman of the benefits which were available to him as a regular workman. The workman has, therefore, prayed that he be declared as a workman under Section 2(s) of the Act and the first party be directed to reinstate him w.e.f. 10-12-2005 with full back wages and all consequential benefits.

3. According to the written statement the second party is neither a workman nor the first party is his employer and there is absolutely no employer-employee relationship between the two. The second party was engaged as a contractor purely on contract basis and the contract came to an end as per the terms of the contract. The non-renewal of the contract cannot be termed as retrenchment as envisaged under Section 25-F of the Act. As per the terms of the contract the second party was required to engage contract labour in view of different nature of jobs and the second party was accordingly executing the contract jobs through contract labour deployed by him. It is stated in the contract that there shall be no employer-employee relationship between the second party and the first party or between the contract labour and the first party.The first party has, therefore, prayed that the claim of the second party be dismissed.

4. The second party has filed rejoinder wherein he has reiterated his stand.

5. The second party has filed his affidavit and he has been cross examined by learned counsel for the first party. The first party has filed affidavit of Tapas Kumar Mandal, Assistant Manager (Plant) and he has been cross examined by learned counsel for the second party.

6. Heard Shri J.P. Sawant learned counsel for the second Pary and Shri D.B. Mondkar learned counsel for the first party.

7. The second party G.K. Chavan in his cross examination has stated that he is a graduate and he can read and write English. He has stated that he was appointed by Ex. W-1. It is clear from the perusal of Ex.W-1 that this relates to appointment as a contractor. Ex. W-12 also relates to appointment of contractor. Ex. W-3 is extension of contract. The second party states.

"The Company extended my contract period again and again. Ex. W-4 to Ex. W-15 are the letters received by me from the first party. This is correct that I was awarded work on contract basis by three different letters of the first party. The three works were of different nature".

The second party has also admitted.

"This is correct that I gave my quotations before allotment of the work to me".

It is thus clear from the statement of the second party himself that he was a contractor and not an employee of the first party.

8. There is nothing on the record to show that there existed any employer-employee relationship between the second party and the first party. It is crystal clear from the statement of the second party himself that he was not a workman and that he was a contractor. The second party has not been terminated by the first party and it is the contract which has been terminated.

9. In view of the above discussion it becomes clear that the second party is not entitled to any relief.

Award is passed accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 20 फरवरी, 2013

का.आ.615.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स अरूण कोन्ट्रक्टर सब कोन्ट्रक्टर मैसर्स जी एस अटवाल कोन्ट्रक्टर सुकिन्डा क्रोमाइट माइन्स जजपुर उडीसा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 49/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-2013 को प्राप्त हुआ था ।

[सं. एल-29012/13/2011-आई आर (एम)]
जोहन तोपनो, अवर सचिव

New Delhi, the 20th February, 2013

S.O. 615.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2012) of the Central Government Industrial Tribunal/Labour Court Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Arun Contractor Sub Contractor of M/s. G.S. Atwal Contractor of Sukinda Chromite Mines Jajpur (Orissa) and their workman, which was received by the Central Government on 5-2-2013.

[No. L-29012/13/2011-IR(M)]
JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present : Shri J. Srivastava, Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 49/2012

Date of Passing Order- 24th January, 2013

Between:

1. M/s. Arun Construction,
Sub-Contractor of M/s. G.S. Atwal,
At. Kanehipur, Po. Jajpur Road,
Dist. Jajpur-755 019 (Orissa).

2. M/s. G.S. Atwal, Contractor of
Sukinda Chromite Mines,
At./Po. Kalarangiatta,
Ps. Kaliapani, Jajpur.

.....1st Party-Managements.

And

Shri Dhana Tudu,
At. Karkhari, Po. Moruabil,
PS. Kankadahada, Dist. Dhenkanal,
Orissa.

.....2nd Party-Workman

Appearances :

None .... For the 1st Party-Managements

None .... For the 2nd Party-Workman

ORDER

In the present case which is fixed today for filing of statement of claim and for further orders, the 2nd Party-workman was required to file statement of claim, but neither the 2nd Party-workman has appeared nor filed any statement of claim.

2. It is pertinent to mention here that the present reference was received in this Tribunal on 4-5-2012. In the order of reference itself, the parties raising the dispute were called upon to file a statement of claim complete with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of order of reference, but the 2nd Party-workman did not file the same. In order to give him further chance a notice under registered post was sent to him on 27-9-2012, but the 2nd Party-workman did not respond to it. Hence a further notice was issued through speed post on 3-1-2013 to the 2nd Party-workman to file statement of claim, but that notice too was not complied with by the 2nd Party-workman and no statement of claim was filed till today. Therefore a

reasonable presumption is to be drawn either to have settled the dispute amicably with the Management or the 2nd Party-workman is not interested in prosecuting his case any further. It has also to be mentioned that without any pleadings and counter pleadings no case can be adjudicated by a legal forum. A period of more than eight months has expired from the date of receipt of the reference in this Tribunal and the 2nd Party-workman has not responded even to the notices issued by this Tribunal to appear and prosecute his case. Therefore it will be a futile attempt to keep the case pending any more. It would be proper under these circumstances to pass a no-dispute award in the present reference. Accordingly a no dispute award is passed.

3. The reference is answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 20 फरवरी, 2013

का.आ. 616.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स के पी इन्टरप्राइजेज खदान मालिक ठकुरानी आयरन ओर माइन्स क्योंझर, उड़ीसा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर, के पंचाट (संदर्भ संख्या 61/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-2013 को प्राप्त हुआ था ।

[सं. एल-29012/107/2001-आई आर (एम)
एवम्
सं. एल-29011/97/2001-आई आर(एम)]
जोहन तोपनो, अवर सचिव

New Delhi, the 20th February, 2013

S.O. 616.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/2002) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Kay Pee Enterprises, Mine Owner of Thakurani Iron Ore Mines Keonjhar (Orissa) and their workman, which was received by the Central Government on 5-2-2013.

[No. L-29012/107/2001-IR(M)
&
No. L-29011/97/2001-IR(M)]
JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present : Shri J. Srivastava, Presiding Officer, C.G.I.T.-cum- Labour Court, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 61/2002

Date of Passing Award-17th January, 2013

Between :

M/s. Kay Pee Enterprises, Mine Owner of Thakurani Iron Ore Mines, P.B. No. 3, At./Po. Barbil, Dist. Keonjhar(Orissa), Keonjhar-758 035

....1st Party-Management

(And)

Their workmen represented through the General Secretary, North Orissa Workers Union, Po. Barbil, Keonjhar.

....2nd Party-Union

Appearances :

None	....	For the 1st Party-Management.
Shri B.S. Pati, General Secretary.	....	For the 2nd Party-Union

AWARD

These two cases have been referred to this Tribunal by the Government of India in the Ministry of Labour vide their letter No. L- 29012/107/2001-IR(M) dated 2-5-2002 and Letter No. L-29011-97/2001-IR(M) dated 2-5-2002 for adjudication of industrial dispute existing between the employers in relation to the management of Thakurani Iron Ore Mines, M/s. Kay Pee Enterprises, P.B. No. 3 At./Po. Barbil, Distt. Keonjhar and their workmen in respect of the matter shown under the schedule of the letter of reference which is reproduced below and is alike in both the cases.

Whether the demand of North Orissa Workers Union that the workmen (list enclosed) should be reinstated with full back wages is legal and justified? If not, to what relief the workmen are entitled to ?

2. Later a corrigendum was received in I.D. Case No. 62/2002 vide letter of even No. dated 03-10-2002 making modification in the schedule of the letter of reference of the above case in the following words:—

"Whether the demand of North Orissa Workers' Union for reinstatement of workman with full back wages w.e.f. 1-9-1999 (list enclosed) is legal and justifed ? If so what relief the workmen are entitled to?"

3. Since both the cases involve similar dispute between the same parties with same allegations, my learned

predecessor vide order dated 13-8-2003 has clubbed I.D. Case No. 62/2002 with I.D. Case No. 61/2002. Hence both the cases are taken up together for passing award. It is also worth while to mention that after passing the above order, I.D. Case No. 61/2002 only proceeded further for adjudication and evidence of the parties was recorded in I. D. Case No. 61/2002 only.

4. It seems that the Ministry under some misconception has referred one and the same dispute twice under two orders of reference. However both the cases are taken together treating them one and the same case.

5. The General Secretary of the 2nd Party-Union espousing the cause of the disputant workman has stated in his statement of claim that Thakurani Iron Mines is a mines which was leased out to M/s. Kay Pee Enterprises as its owner who subsequently appointed the disputant workmen (as per list enclosed) for the purpose of mining activities in the said mines. During the course of their employment the 1st Party-Management served individual noties on the disputant workmen on 24-6-1999 under section 25-N of the Industrial Disputes Act. Thereafter the disputant workmen approached the Keonjhar Mines and Forest Workers Union, Barbil to prevent the Management from illegal retrenchment of the workmen from 1-10-1999. The aforesaid Union took up the matter before the appropriate Authority pleading that there was sufficient mineral deposits in the said mines. Hence untimely retrenchment of the entire poor tribal workmen is not required. After hearing of the parties the Government refused to accord permission for retrenchment as was informed by the said Union. After refusal of the Government to accord permission for retrenchment, the 1st Party-management hatched a mischievous plan to implement its evil design to get rid of the disputant workmen and somehow induced the disputant workmen through one of the office bearer of the Union and managed to take the signature/left thumb impression (L.T.I.) of the disputant workmen on some written papers on 30-8-1999 without explaining the contents of the same, simultaneously paying some amount to the workmen for maintenance of their family members during the idle period of the mines. The disputant workmen being illiterate put their thumb impressions on those papers after getting assurance from the 1st Party-Management that they would be engaged in the mines by March, 2000 when the mines would be re-opened for operation. In between the period commencing from 30-8-1999 and ending in March, 2000 the 1st Party-Management had sublet the operation of Mines to one SESSA- GOA without knowledge of the disputant workmen. When the Mines resumed its operation in March, 2000 and the crusher plant has restarted the disputant workmen approached the 1st Party-Management for work, but they were refused work in the Mines and at crusher plant, instead they employed new outside workers for the work which is going on. Being deprived of their employment the disputant workmen filed a complaint before the Labour Enforcement Officer (Central), Barbil and forwarded a copy of the same to the Assistant Labour Commissioner (Central), Rourkela and the Regional Labour Commissioner (Central), Bhubaneswar. Having received no communication the disputant workmen made a representation on 10-4-2002 to the Chief Labour Commissioner (Central), New Delhi for redressal of their grievance who in turn directed Regional Labour Commissioner (Central), Bhubaneswar to admit the dispute into conciliation. During the conciliation proceedings the 1st Party-Management appeared once. Therefore the conciliation proceedings ended in failure and after submission of failure report the Government referred the dispute for adjudication to this Tribuanl. Thus the action of the Management in terminating the services of the disputant workmen from 1-9-1999 is illegal and arbitary and in violation of the provisions of the Industrial Disputes Act. The disputant workmen had worked with the 1st Party-Management continuously for more than ten years without any break. Therefore the disputant workmen may be reinstated in their service with full back wages with effect from 1-9-1999.

6. The 1st Party-Management in its written statement has stated that it had made an application to the Government seeking permission to retrench the workers of Thakurani Mines on 24-6-1999 as the mines had became less operative. Meanwhile the workers of Thakurani mines submitted their resignation letters individually as they felt that their earnings will drop. Subsequently there was a change in the decision and the workers were advised to reconsider their resignations, but they did not listen to the advice of the 1st Party-Management and after consultation with the operating Union decided to pursue their resignations. The operating Union i.e. the Keonjhar Mines and Forest Workers Union representing the workmen also insisted for acceptance of their resignations and entered into an agreement regarding terms and conditions for acceptance of resignations on 25-8-1999. Subsequently the resignations were accepted under pressure from the workmen and the Union and payment of all dues including gratuity etc. was made to the workers from 30-8-1999. Later, on 1-9-1999 permission to retrench the workmen was not granted by the Government of India, Ministry of Labour. After receiving full and final payment workers never complained nor wanted resignations to be withdrawn. It has been admitted by the Union in their petition that workers have resigned from their work and they have been paid their admissible dues. Therefore the claim of the 2nd party-Union is fabricated, illegal and untenable in law. It is a clear case of voluntary resignation, not of retrenchment.

7. After filing of the written statement and xerox copies of the resignation letters of the disputant workmen as requisitioned, the 1st Party-Management appeared on few dates and from 23-1-2006 onwards they disappeared despite sending notices through ordinary as well as registered posts. Hence the case was set exparte against

them by order dated 12-11-2007 passed by my learned predecessor.

8. The 2nd Party-Union has filed three affidavits in evidence, two by the disputant workmen named as Shri Mahendra Chhatar and Shri Ratnakar Naik and one by the General Secretary of the 2nd Party-Union Shri Bhawani Shankar Pati.

9. The dispute raised in this case is with regard to the legality and justification of demand of North Orissa Workers Union for reinstatement of workmen with full back wages with effect from 1-9-1999. As per list enclosed by the Ministry there are 107 employees who are involved in the present case. The allegation of the 2nd Party-Union is that the disputant workment had been working under the 1st Party-Management for more than last 10 years without any break. However they were served with individual notices dated 24-6-1999 by the 1st Party-Management under section 25-N of the Industrial Disputes Act for retrenchement of their services with effect from 1-10-1999. But when the Government of India refused permission to retrench, the 1st Party-Management had hatched a plan to get resignations from the disputant workmen with false promise by getting their signature/thumb impression on some written papers and paying some amount for maintence. They were not explained the contents of the written papers. They were also assured for re-engagement in the Mines by March, 2000 when the mines would be reopened for operation. The 1st Party-Management after getting their induced resignations had sublet the operation of the Mines. When the Mines resumed its operation in March, 2000 and the crusher plant was started the disputant workmen approached the 1st Party-Management for work in the Mines. But they were refused employment in the Mines as the 1st Party-Management had employed new workers in their place. The work in the Mines is still going on.

10. The 1st Party-Management has admitted that the Government of India had not granted permission to retrench the disputant workmen vide letter dated 1st Sept. 1999, but before refusal of permission the disputant workmen had tendered their resignations and got payment of all dues including gratuity etc. The workers were advised to reconsider their resignations, but they persued their resignations. Therefore they are not entitled to the claimed as it is a clear of voluntary resignation and there is no question of retrenchment.

11. It is pertinent to mention here that the 1st Party-Management did not choose to contest the case and the case was ordered to proceed exparte against it. Hence the allegations made by the 1st Party-Management regarding voluntary tendering of resignations by the disputant workmen cannot be accepted in view of the strong opposition made by the disputant workmen. Two of the disputant workmen named as Shri Ratnakar Naik and Shri Mahendra Chhatar have filed their affidavits in evidence in support of their claim and averments made in the statement of claim. The General Secretary of the 2nd Party-Union has filed his own affidavit substantiating the allegations made in the statement of claim.

12. It is an admitted fact that the Government of India has refused permission for closure of the Mines and consequently retrenchment of the disputant workmen. Sub-Section (7) of Section 25-N of the Industrial Disputes Act says:—

Where no application for permission under sub-section (1) is made, or where the permission for any retrenchment has been refused, such retrenchment shall be deemed to be illegal from the date on which the notice of retrenchment was given to the workman and the workman shall be entitled to allthe benefits under any law for the time being in force as if no notice had been given to him.

13. Sub-section (6) of Section 25-O of the aforsaid Act also makes the same provision deeming the closure of the undertakings as illegal and making the workmen entitled to all benefits under any law for the time being in force as if the undertaking had not been closed down.

14. The decision of the Hon'ble High Court of Himachal Pradesh given in the case of " Ravi Dutt and Others— And-State of H.P. & Others" [2008-III-L.L.J.-795(HP)] has been relied upon the 2nd Party-Union which lays down that "Employer-engaging more than 100 workmen in factory-Prior permission for closure, before entering into settlement with individual workmen for their retrenchment, not sought - No closure possible without complying Sections 25-N and 25-O-Settlement arrived at in violation of said sections, held not binding on workmen".

15. This ruling fully applies to the facts of this case, more-so on face of the allegations that the resignations from the disputant workmen were obtained by playing fraud and misrepresentation with false assurance. Therefore the demand of the North Orissa Workers Union with regard to reinstatement of the disputant workmen with effect from 1-9-1999 is held to be legal and justified. The disputant workmen are therefore held entitled to the benefits flowing under section 25-O of the Industrial Disputes Act and they will be deemed to be in continuous employement of the 1st Party-Management. They shall also be entitled to get Rs. 1.50 lacs each as compensations in lieu of back wages. The amount which had been received by the disputant workmen towards compensation and other dues will be adjusted in their future wages.

16. The reference is answered accordingly.

17. A copy of this award may be placed on the record of I.D. Case No. 62/2002.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 20 फरवरी, 2013

का.आ. 617.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चेयरमैन-कम-डिप्टी सिक्रेट्री, सी.एस.आई.आर. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं-1, नई दिल्ली के पंचाट (संदर्भ संख्या 30/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-02-2013 को प्राप्त हुआ था ।

[सं. एल-42012/36/1999-आई आर (डीयू)]
जोहन तोपनो, अवर सचिव

New Delhi, the 20th February, 2013

S.O. 617.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2011) of the Central Government Industrial Tribunal-No. 1, New Delhi as shown in the Annexure, in the Industrial Dispute between the The Chairman-Cum-Dy. Secretary, C.S.I.R and their workmen, received by the Central Government on 15-02-2013.

[No. L-42012/36/1999-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, KARKARDOOMA, COURTS COMPLEX, DELHI

ID No. 30/2011

Sh. Prabhat Chand Rana
S/o Late Sh. Khale Singh
R/o A-1/317, Madhu Vihar,
Uttam Nagar,
New Delhi - 110059 ....Workman

Versus

The Chairman-cum-Dy. Secretary,
C.S.I.R., Complex Building, Pusa
(Area Karol Bagh),
New Delhi-110055 ...Management

AWARD

A canteen manager was appointed by the Council for Scientific and Industrial Research (in short the Council) on contractual basis vide order dated 10-06-1994. His contract of employment was extended from time to time. His services were dispensed with vide memorandum dated 26-08-1998. Aggrieved by that act of the Council, the canteen manager raised a demand for reinstatement in service, which demand was not conceded to. Ultimately he raised an industrial dispute before the Conciliation Officer. Since the Council contested his claim, conciliation proceedings ended into failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-42012/36/99-IR(DU), New Delhi dated 22-07-1999 with following terms:

> "Whether action of the management of CSIR canteen at PUSA in terminating the services of Shri Prabhat Chand Rana is legal and justified? If not, to what relief the workman is entitled?"

2. Claim statement was filed by the canteen manager, namely, Shri Prabhat Chand Rana pleading that he was appointed by the Council vide order dated 10-06-1994. His designation as manager of Canteen was window dressing. He worked as clerk in various capacities, such as in preparation of bills, overtime allowance, maintenance of documents, bringing milk and eatables etc. He had also performed duties of cashier, accounts clerk, counter clerk in the canteen. He was paid Rs. 3000.00 per month towards his wages. He served the canteen to the best of his abilities. Canteen is an industry under the provisions of Industrial Disputes Act, 1947 (in short the Act). His services were abruptly terminated by the Council on 26-08-98, without according opportunity of being heard. His termination amnounts to retrenchment under provisions of the Act. Provisions of the Act were not followed. Hence his termination order is illegal and uncalled for. He is unemployed since the date of termination of his services. He claims reinstatement in service with continuity and full back wages.

3. Claim was demurred by the Council pleading that it is not an industry within the meaning of Section 2(j) of the Act. Council is engaged in maintenance and management of laboratories work shops, institutes and organizations to further scientific and industrial research. Claimant is not a workman under section 2(s) of the Act. It has been pleaded that he was appointed on contractual basis for a period of six months on consolidated amount of Rs. 3000.00 per month. It has been denied that his designation as canteen manager was a window dressing. His contract of employment was extended from 13-12-1994 to 12-12-1995. It was further extended from 13-02-1995 to 21-12-1996. Thereafter, he was hired as a supervisor with effect from 01-01-1997 through contractual agency, namely, M/s National Placement Services. His services were terminated, vide letter dated 26-08-1998 on recommendations of Canteen Welfare Committee. It has been disputed that provisions of the Act were to be complied with by the Council before dispensing with his services. The council claims that Shri Rana is not entitled to any relief, much less the relief of reinstatement in service with continuity and full back wages.

4. Vide order No.Z-22019/6/2007-IR(C-II) New Delhi dated 11-02-2008, case was transferred to Central Government Industrial Tribunal No. II, New Delhi for adjudication by the appropriate Government. It was retransferred to this Tribunal for adjudication, vide order No.Z-22019/6/2007-IR(C-II), New Delhi, dated 30-03-2011, by the appropriate Government.

5. Claimant has examined himself in support of his claim Shri Naresh Kumar entered the witness box to testify facts on behalf of the Council. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Shri Roop Ram, authorised representative, advanced arguments on behalf of the claimant. Shri Kapil Sharma, authorised representative, presented facts on behalf of the council. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the records. My findings on issues involved in the controversy are as follows :—

7. At the outset, Shri Sharma argued that the Council is engaged in research in the field of science and technology. It does not carry out any commercial or business activities. Since functions of the Council are outside the purview of profit motive, hence it is not an industry within the meaning of Section (j) of the Act. He argued that this Tribunal has no jurisdiction to entertain the dispute. Contra to it, Shri Roop Ram claims that the Council performs systematic activities with the co-operation of its employees for production of service to the public at large. According to him, non existence of profit making motive or any other gainful object is irrelevant consideration for determining whether the Council is an industry or not.

8. As emerged out of records, the Council is a society registered under the Societies Registration Act, 1860. It is an autonomous body under the department of Scientific and Industrial Research, Ministry of Science and Technology, Government of India, New Delhi. It is engaged in research in various fields of science and technology. It is headed by the Prime Minister as its President. It is administered by an officer designated as Director General under the guidance of a statutory body, which formulates bye laws, rules and regulations, besides other policy decisions. There are 40 laboratories and institutions engaged in research and development activities and each constituent laboratory is headed and administered by a Director. With these facts in mind, it would be ascertained whether the Council is an industry within the meaning of definition contained in section (j) of the Act. For sake of convenience, definition of the term 'industry' enacted in the Act, is extracted thus:

> "industry" means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen;

9. The definition of "industry" is both exhaustive and inclusive. It is in two parts. The first part says that it "means any business, trade, undertaking, manufacture or calling of employers" and then goes to say that it "includes any calling, service, employment, handicraft or industrial occupation or avocation of workman." Thus one part defined it from the stand point of the employer, and the other part from the stand point of the employees. The first part of the definition gives the statutory meaning of the industry, whereas the second part deliberately refers to several other items of industry and bring them in the definition in an inclusive way. The first part of the definition determines any industry by reference to occupation of employers in respect of certain activities viz., business, trade, undertaking, manufacture or calling. The second part views the matter from the angle of employees and is designed to include something more in what the term primarily denotes. By this part of the definition any calling, employment, handicraft, industrial occupation or avocation of workmen is included in the concept of industry. This part gives extended connotation.

10. Gloss was put on the definition of word "industry" by the High Courts and the Apex Court time and again. The question as to what is "industry" has continuously baffled and perplexed the courts. A graph of the cases decided by the Apex Court, if plotted on the background of the expression used in two parts of the definition of "Industry", would represent rather a zig zag curve. There have been various judicial ventures in this rather volatile area of law. The decided cases show that the efforts were made to evolve test by reference to characteristics regarded as essential for constituting an activity as an "Industry". Various cases would show that the Apex Court has been guided more by empirical rather than a strictly analytical approach. Most of the decision have centered around the expression "undertaking" used in the definition. In Bangalore Water Supply and Sewerage Board (1978 Lab. I.C. 778) the Apex Court reviewed the earlier decisions on interpretation of the wide words encompassed in the definition and formulated positive and negative principles for identifying "industry" as enacted by clause (j) of Section 2 of the Act. It would be expedient to reproduce the authoritative pronouncement of the Court, in the very words set out in the majority decision, handed down by Justice Krishna Iyer, which are extracted thus:

> "I. "industry" as defined in as defined in S.2 (j) and explained in Banerji (AIR 1953 S.C.58) has a wide import.
>
> (a)Where (i) systematic activity, (ii) organized by Co-operation between employer and employee

(the direct and substantial element is chimerical) (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss i.e. making, on a large scale prasad or foods) prima facie, there is an "industry" in that enterprise.

(b) Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.

(c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.

(d) If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

II. Although Section 2(j) uses words of the widest amplitude in its two limbs, the re- meaning cannot be magnified to overreach itself.

(a) "Undertaking" must suffer a contextual and associational shrinkage as explained in Banerjee and in this judgement, so also, service, calling and the like. This yields the inference that all organized activity possessing the triple elements in 1 (supra), although not trade or business, may still be 'industry' provided the nature of activity, viz. the employer-employee basis, bears resemblance to what we find in trade or business. This takes into the fold "industry' undertaking, calling and services, adventures," analogous to the carrying on the trade or business". All features, other than the methodology of carrying on the activity viz in organizing the co-operation between employer and employee, may be dissimilar. It does not matter, if on the employment terms there is analogy.

III. Application of these guidelines should not short of their logical reach by invocation of creeds, cults or inner sense of incongruity or outer sense of motivation for or resultant of the economic operations. The ideology of the Act being industrial peace, regulation and resolution of industrial disputes between employer and workmen, the range of their statutory ideology must inform the reach of the statutory definition. Nothing less, nothing more.

(a) The consequences are (i) profession, (ii) clubs (iii) education institutions, (iv) co-operatives (v) research institutes, (vi) charitable projects and (vii) other kindered adventures, if they fulfil the triple tests listed in 1 (supra), cannot be exempted from the scope of Section 2(j).

(b) A restricted category of professions, clubs, Co-operatives and even gurukulas and little research labs may qualify for exemption if in simple ventures, substantially, and going by the dominant nature criterion, substantively no employees are entertained but in menial matter, marginal employees are hired without destroying the non employee character of the unit.

(c) If, in a pious or altruistic mission many employ themselves, free or for small honoraria or like return, mainly drawn by sharing in the purpose or cause, such as lawyers volunteering to run a free legal services clinic or doctors serving in their spare hours in a free medical centre or ashramites working at the bidding of the holiness, divinity or like central personality, and the services are supplied free or at nominal cost and those who serve are not engaged for remuneration or on the basis of master and servant relationship, then, the institution is not an industry even if stray servants, manual or technical, are hired. Such eleemosynary or like undertakings alone are exempt not other generosity, compassion, developmental passion or project.

IV. The dominant nature test :

(a) Where a complex of activities, some of which qualify for exemption, other not, involves employees on the total undertaking, some of whom are not "workmen" as in the University of Delhi case (AIR 1963 S.C.1873) or some departments are not productive of goods and services if isolated, even then, the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur (AIR 1960 S.C.657) will be the true test. The whole undertaking will be industry although those who are not "workmen" by definition may not benefit by the status.

(b) Notwithstanding the previous clauses, sovereign functions, strictly understood (alone) qualify for exemption, not the welfare activities or economic adventures undertaking by govt. or statutory bodies.

(c) Even in department discharging sovereign functions, if there are units which are industries and they are substantially severable, then they can be considered to come within S. 2(j).

(d) Constitutional and competently enacted legislative provisions may remove from the scope of the all categories which otherwise may be covered thereby.

V. We overrule Safdarjung (AIR 1970 S.C.1407), Solicitors case (AIR 1962 S.C. 1080), Gymkhana (AIR 1968 S.C. 554), Delhi University (AIR 1963 S.C.1873), Dhanraj Giriji Hospital (AIR 1975 SC 2032) and other rulings whose ratio runs counter to the principles enunciated above, and the Hospital Mazdoor Sabha (AIR 1960 SC 610) is hereby rehabilitated."

11. Principles laid down in Bangalore Water Supply & Sewerage Board (supra) hold ground. Therefore, the controversy raised will be adjudicated in view of the law laid by the Apex Court in the precedent referred above. The Council agitates that it is not an industry. The view point held by the Council is that no profit motive activities are being carried on by it. No business is being run, hence the Council cannot be termed as an "industry". Except the facts referred above, the Council nowhere projects any other factors to lay emphasis on the fact that it is not an 'industry'. Contra to it the claimant agitates that the Council is an 'industry'.

12. Whether research activities would fall within the ambit of material services to the society? Legal precedents on the topic would enlighten us. In Ahmedabad Textile Industry's Research Association [1960 (2) LLJ 720] the association was established to carry on research with respect to the textile industry with a view to secure greater efficiency, rationalization and reduction of cost, which were "material services" to the textile industry hence the association answered the definition of industry. But in Safdarjung Hospital case (supra) it was not held to be an industry because it was a non- profit making body and its work was in the nature of training, research and treatment. In Indian Standard Institute [1966 (1) LLJ 33] the Apex Court suggested that in order to be recognized as an undertaking analogous to trade or business, the activity must be an economical activity in the sense that it is productive of material goods or material services. In Bangalore Water Supply and Sewerage Board (supra), the Apex Court laid down that an activity systematically or habitually undertaken for production or distribution of goods for rendering material services to the community at large or a part of such community with the help of employees is an undertaking. An 'industry' thus was said to involve cooperation between the employer and employees for the object of satisfying material human needs but not for oneself nor for pleasure nor necessity for profit. Lack of business and profit motive or capital investment would not take out an activity from the sweep of 'industry', if other conditions are satisfied. It is the activity in question which attracts the definition and absence of investment of any capital or the fact that the activity is conducted for profit motive or not, would not make material difference. Conversely mere existence of profit motive will not necessarily convert the activity into "industry" if other tests are not satisfied.

13. One may project that the Council carry out sovereign functions hence it cannot be termed as an industry. Therefore it is expedient to know as to what are regal and sovereign functions of the State which may qualify for exemption from the ambit of the definition of word "industry"? Regal powers of the State has acquired a definite connotation, which can be described as "administration of justice, maintenance of order, repression of crime, security of borders from external aggression and legislative powers, as among the primary and inalienable functions of a Constitutional Government". In Corporation of City of Nagpur [1960 (1) L LJ 523] the Apex Court observed that it could not have been in contemplation of the legislature to bring in the regal functions of the State within the definition of "industry" and to confer jurisdiction on Industrial Tribunal to decide disputes in respect thereof. The activities of the Government which can be properly described as regal or sovereign activities, are therefore, outside the scope of industry. In Hospital Mazdoor Sabha [1960 (1) LLJ 251] the Supreme Court adumberated the test: can such activity be carried on by a private individual or group of individuals? The answer to this is : if a business or activity could not be carried on by a private individual or group of individuals, it could not be an industry, while if it could be, it might fall within the scope of "industry". This test was reiterated in Corporation of City of Nagpur (supra) but rejected in Gymkhana Club [1967 (II) LLJ 720]. In Bangalore Water Supply and Sewerage Board (supra) the Apex Court observed "*** sovereign functions, strictly understood, (alone) qualify for exemption, not the welfare activities or economic adventures undertaken by Government or statutory bodies. Even in departments discharging sovereign functions, if there are units, which are "industry" and they are substantially severable, they can be considered to come within Section 2(j)". In Chief Conservator of Forests [1996 (1) LLJ 1223] the above proposition was reiterated where in it was observed "*** even within the wider circle of sovereign function, there may be an inner circle encompassing some units which could be considered as "industry", if substantially severable".

14. In Physical Research Laboratory [1997 (2) LLJ 625] the Apex Court held that the Physical Research Laboratory is not an 'industry' because it is not engaged in an activity which can neither be called business, trade or manufacturing nor it is an undertaking analogous to business or trade. It is not engaged in commercial or industrial activity and cannot be described as an economic

venture or commercial enterprise as it is not its objective to produce and discharge services which would satisfy wants and needs of consumer community. It is not rendering any services to others. It is engaged in pure research in space science.

15. While reaching the conclusion, referred above, the Apex Court relied observations made in Bangalore Water Supply (supra) with respect to research institutes, which observations are extracted thus:

> "Does research involve collaboration between employer and employee? It does. The employer is the institution, the employees are the scientists, para-scientists and other personnel. Is scientific research service? Undoubtedly it is. Its discoveries are valuable contributions to the wealth of the nation. Such discoveries may be sold for a heavy price in the industrial or other markets. Technology has to be paid for and technological inventions and innovations may be patented and sold. In our scientific and technological age nothing has more cash value, as intangible goods and invaluable services, than discoveries. For intance, the discoveries of Thomas Alva Edison made him fabulously rich. It has been said that his brain had the highest cash value in history for he made the world vibrate with the miraculous discovery of recorded sound. Unlike most inventors, he did not have to wait to get his reward in heaven; he received it munificently on this gratified and grateful earth, thanks to conversion of his inventions into, money a plenty. Research benefits industry. Even though a research institute may be a separate entity disconnected from the many industries which funded the institute itself, it can be regarded as an Organisation, propelled by systematic activity, modelled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solutions which benefit individual industries and the nation in terms of goods and services and wealth. It follows that research institutes, albeit run without profit- motive, are industries".

16. Now, I would turn to the facts of the present controversy. As claimed by Shri Sharma, the Council nowhere carries out its functions for profit motive activities. It is not a disputed proposition that the Council is engaged in scientific and industrial research. It carries on activities systematically for rendering material services to the community at large or part of such community with the help of its employees. Co- operation between employer and employee exists in object of rendering material services to the community. Lack of business and profit motive or capital investment would not take out the activity from the sweep of industry, if other conditions are satisfied. The Council deals in scientific and industrial research, which activity does not fall within the ambit of sovereign functions. Sovereign functions would be administrations of justice, maintenance of order, repression of crime, security of boarders from external aggression and legislative powers of the State. It could not be said that services were being rendered by the Council as welfare activities of the State. Consequently, the above activities do not fall within the ambit of regal functions of the State. There is no doubt that the Council carries out systematic activities and its employees do not belong to such category which renders their services voluntarily without any remuneration. Therefore, it is emerging that triple test, referred above, stood satisfied and activities of the Council fall within the ambit of industry as defined in section 2(j) of the Act. Objection raised by Shri Sharma is brushed aside.

17. There is other facet of the coin. The Apex Court ruled in Bangalore Water Supply and Sewerage Board (supra) that sovereign functions alone qualify for exemption and not the welfare activities or economic adventures undertaken by the government or statutory bodies. Even in departments discharging sovereign functions, if there are units, which are "industry" and they are substantially severable, they can be considered to come within the ambit of section 2(j) of the Act. The above proposition was reaffirmed in Chief Conservator of Forests (supra) where in it was ruled that even within the wider circle of sovereign function, there may be an inner circle encompassing some units which could be considered as "industry", if substantially severable. When the above propositions are applied to the present controversy, it is evident that the departmental canteen run by the Council is severable from its activities of scientific and industrial research. Systematic activities with co-operation of labour are undertaken in the canteen for the purpose of rendering material services to the community at large or part of community with the help of its employees. Therefore, assuming that the council is not an industry, even then activities being carried on in the canteen falls within the ambit of industry as defined by section 2(j) of the Act. On that count too, submissions advanced on behalf of the Council are discarded.

18. In his affidavit, Ex.WW1/A, claimant presents that he used to perform duties of clerk/cashier and milk vendor when he used to purchase milk for the canteen. He has no power to appoint anybody. He could not issue charge sheet to anybody. No financial powers were available to him. His designation of canteen manager was window dressing. In fact, he was a workman. Contra to it, Shri Naresh Kumar unfolds in his affidavit Ex.MW1/A, tendered as evidence, that the claimant was performing supervisory duties. He details that he was not a workman.

19. In order to appreciate facts, it would be expedient to consider definition of the term 'workman'. The term "workman" has been defined by section 2(s) of the Act, which definition is reproduced thus :

> "(s)Workman means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person —
>
> (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act 1950(46 of 1950) or the Navy Act, 1957 (62 of 1957), or
>
> (ii) who is employed in the police service or as an officer or other employee of a prison, or
>
> (iii) who is, employed mainly in a managerial or administrative capacity, or
>
> (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature;

20. The first part of the definition gives statutory meaning of the term workman. This part of the definition determines a workman by reference to a person (including an apprentice) employed in an "industry" to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward. This part determines what a "workman"means. The second part is designed to include something more in what the term primarily denotes. By this part of the definition, person (i) who have been dismissed, discharged or retrenched in connection with an industrial dispute, or (ii) whose dismissal, discharge or retrenchment has lead to an industrial dispute, for the purposes of any proceedings under the Act in relation to such industrial dispute, have been included in the definition of "workman". This part gives extended connotation to the expression "workman". The third part specifically excludes the categories of persons specified in clauses (i) to (iv) of this sub-section. The third part connotes that even if a person satisfies the requirements of any of the first two parts but if he falls in any of the four categories in the third part, he shall be excluded from the definition of 'workman'. Not only the persons who are actually employed in an industry but also those who have been discharged, dismissed or retrenched in connection with or as a consequence of an industrial dispute, and whose dismissal, discharge or retrenchment has lead to that dispute, would fall within the ambit of the definition. In other words, the second category of persons included in the definition would fall in the ambit of the definition, only for the purpose of any proceedings under the Act in relation to an industrial dispute and for no other purposes. Therefore, date of reference is relevant and in case a person falls within the definition of workman on that day, the Tribunal would be vested with jurisdiction to entertain it and the jurisdiction would not cease merely because subsequently the workman ceases to be workman.

21. For an employee in an industry to be a workman under this definition, it is manifest that he must be employed to do skilled or unskilled manual work, supervisory work, technical work or clerical work. If the work done by an employee is not of such a nature, he would not be a workman. The specification of the four types of work obviously is intended to lay down that an employee is to become a workman only if he is employed to do work of one of those types, while there may be employees who, not doing any such work, would be out of the scope of the word 'workman', without having resort to the exceptions. It cannot be held that every employee of an industry was to be a workman except those mentioned in the four exceptions as in that case these four classifications need not have been mentioned in the definition and a workman could have been defined as a person employed in an industry except in cases where he was covered by one of the exceptions.

22. In cases where an employee is employed to do purely skilled or unskilled manual work, or supervisory work or technical work or clerical work there would be no difficulty in holding him to be a workman under the appropriate classification. Frequently, however, an employee is required to do more than one kind of work. In such cases, it would be necessary to determine under which classification he will fall for the purpose of finding out whether he does not go out of the definition of 'workman' under the exceptions. The principle is now well settled that, for this purpose, a workman must be help to be employed to do that work which is the main work he is required to do even though he may incidentally doing other type of work.

23. The words 'managerial or administrative capacity' have not been defined in the Act, therefore have to be interpreted in their ordinary sense. In an establishment, a person may be in a managerial capacity or administrative, if the work assigned to him require a degree of initiative command and control which are usually associated with the position of managerial or administrative capacity. In

deciding such a question, one has to consider the functions and duties assigned to the person. Several tests, laid down by the Apex Court in Prem Sagar (1964 (1) LLJ 47) for deciding the question as to whether a person is employed in managerial capacity, are as follows:

> "It is difficult to lay down exhaustively all the tests which can be reasonably applied in deciding this question as several considerations would naturally be relevant in dealing with this problem. It may be inquired whether the person had a power to operate on the bank account or could he make payments to third parties and enter into agreements with them on behalf of the employers, was he entitled to represent the employer to the world at large in regard to the dealings of the employer with strangers, did he have authority to supervise the work of the clerks employed in the establishment, did he have control and charge of the correspondence, could he make commitments on behalf of the employer, could he grant leave to the members of the staff and hold disciplinary proceedings against them, has he power to appoint members of the staff or punish them; these and similar other tests may be usefully applied in determining the question about the status of an employee..."

24. Operation of bank account, controlling of staff, carrying on correspondence, disbursing salary and convening meetings, were held to be managerial jobs in Sunil Kumar Ghosh [1978 (37) FLR 247]. The mere fact that the employee was designated as a manager or that he represented the management in prior adjudication proceedings cannot by itself prove that he was performing 'managerial duties' within the meaning of section 2(s)(ii) or 2(s)(iii) of the Act. Reliance can be placed on precedent P.A.S. Press [1960 (1) LLJ 792]. For determination of such a question, no abstract or rigid formula can be employed. His main and substantial work is to be looked into. Reference can be made to precedent in the management of Scindia Potteries [1974 (29) FLR 325]. In order to take an employee out of definition of 'workman', it is necessary to show that he is employed, in fact and in substance, mainly in a managerial or administrative capacity. See Syndicate Bank Ltd. [1966 (II) LLJ 194] and Ved Prakash Gupta (1984 Lab. I.C. 658).

25. Merely performing some supervisory duties will not take out an employee out of the ambit of definition of workman. The word 'supervision' means to oversee or to look after. Supervision which is relevant in this connection is the supervision done by an employee in a higher position over the employees in the lower position. Supervision may be in relation to the work or in relation to the person. The word 'supervisory' as used in section 2 (s) of the Act does not relate to supervision of an automatic plant. Many machines run automatically on power. They do not have to be run by human energy. Their running and functioning has to be watched and repaired if anything goes wrong. A person who attends to such machines may either do technical or manual work within the meaning of section 2(s) of the Act. But he does not do supervisory work merely because he looks after the machine. The essence of supervisory nature of work under section 2(s) of the Act is the supervision by one person over the work of another. See Blue Star Ltd. [1975 (31) FLR 102].

26. A person can be said to be a supervisor if there are persons working under him, over whose work he has to keep a watch. In other words, he is that person who examines and keeps a watch over the work of his subordinates and if they err in any way, corrects them. It is his duty to see that the work in any industrial unit is done in accordance with the manual, if there is one, or in accordance with the usual procedure. It is not his function to bring about any innovation. It is not his function to take any managerial decision but it is his duty to see that the persons over whom he is supposed to supervise the work assigned to them, they work according to rules and regulations. The central concept of supervision is the fact that there are certain persons working under him. The essence of supervisory work is the supervision by one person over the work of others. For exercising supervisory powers, it may often be necessary that the supervisor himself must have technical expertise, otherwise he may not be in a position to exercise proper supervision of the workmen handling sophisticated plants and machines. A supervisor need not be a manager or an administrator. He can be a workman so long as he does not exceed the wage limit of Rs. 1600.00 per month and irrespective of his salary, is not a workman who is to discharge functions mainly of managerial nature by reason of the duties attached to his office or powers vested in him.

27. A person cannot be said to be working in a supervisory capacity merely because he used to supervise a person who helps him in doing the work, which he himself is to perform. For instance, a clerk who has been given the assistance of the peon cannot be said to be working in a supervisory capacity. When one talks of a person working as supervisor, one understands it to mean a person who is watching the work being done by others to see that it is being done properly. See Mathur Aviation [1977 (II) LLJ 225]. Thus in determining the status of an employee, his designation is not decisive. What determines the status is the consideration of the nature of his duties and functions assigned to him. A supervisor should occupy a position of command or decision and should be authorised to act in certain matters within the limits of his authority without the sanction of the manager

or other supervisors. In the absence of precise and positive evidence to prove the exact nature of work which the employee was performing, it cannot be held that he was doing administrative or supervisory work.

28. When efforts are made to appreciate facts on above lines, it came to light that in appointment letter Ex.WW1/2, designation of the claimant has been mentioned as canteen manager. It has been detailed therein that he will have to perform duties of manager of departmental canteen in government office as prescribed from time to time. To know as to what duties were to be performed by the claimant, it would be expedient to recall that all benefits available to Central Government employees have been extended to the employees to non-statutory departmental canteens and tiffin room vide O.M. No.12/5/96-Dir.(C) dated 29-1-92. Presently 1352 registered canteens and tiffin rooms are functioning in various offices of the Central Government, all over India and the claimant was engaged as canteen manager in one of such canteens. Office of the Director of Canteens in the Department of Personnel & Training is the nodal office in respect of such canteens. O.M.No.3/6/2007-Dir. (C) dated 6th May, 2011 details classification of posts of such non-statutory canteens. O. M.No.15/3/1992-Dir. (C) dated 22-2-1993 details guidelines for maintenance of hygiene in such canteens, which are extracted thus :

"(i) Drill for cleaning crockery/Cutlery etc.

(a) Collection of used crockery/cutlery from dining tables to a decided spot in the washing room.

(b) Removal of left over food from the plates into a receptable/container and passing them on to wash sink No. 1.

(c) Rinsing of crockery/cutlery articles individually under running water in wash sink No. 1 and passing them on to wash sink No. 2.

(d) Treating them with a wet cloth/puff with a touch of detergent powder and placing them individually under the running water in wash sink No. 2 and passing them for sterilization.

(e) Sterilization - The washed articles of crockery cutlery may either be passed through an electric sterilizer or by dipping through wash sink No. 3 containing a light solution of potassium permanganate or equivalent to be changed frequently and placing them on a titled top to drain out the excess water.

(f) Wipe them dry with a clean towel. Examine if any portion of articles of the crockery has got chipped off or there is a crack, remove it immediately to a decided place for a systematic replacement.

(g) To be carefully stored in storage racks or to be laid on the shelves for re-service,

(h) In case of tiffin room or smaller canteens where lesser number of articles of crockery/cutlery are involved, washing, cleaning, sterilization, operations may be carried out with the help of one wash sink (with running water) plus a couple of Buckets, Tubs etc.

(i) The last one hour, before closing hours of the canteen, should be utilized for cleaning all utensils, kitchenware, shelves, racks, flooring, sinks, basins etc. to keep them ready for use for the next day.

(ii) Maintenance of personal hygiene of canteen workers :

(a) Physical examination of canteen workers in order to inspect that the workers do take regular and proper hair cuts, keep their nails trimmed and clean, they do not have any sign of a skin disease or a symptom of ailments of the alimentary canal, initially on joining of service and thereafter as and when required. Regular medical examination of the canteen workers may be arranged to be done through the Medical Officer of the Department/Office, or through any other Medical Agency. Payment if any, required to be made for this purpose, will be made by the Department/Office.

(a) Gloves and Head caps should be provided to the canteen workers engaged in cooking etc."

29. For functioning of a non-statutory departmental canteens, steps are to be taken cleanliness of main hall/dining hall, kitchen, store-room, furniture and crockery etc, besides personal hygiene of employees. Care has to be taken for quality of crockery and conditions of the furniture. Suggestion/complaint book is to be kept, besides display of menu with rates. Employees are to wear proper uniform. Drinking water facility, first aid box for canteen employees and fire-safety measures are to be provided. It is also to be taken note of that cash book, ledger, stock register (raw-material), stock register (furniture/crockery) and sales register are properly maintained. General level of discipline is to be maintained amongst serving staff/bearers. Manager canteen is responsible to ensure quality of eatable, sanitary conditions, personal hygiene of canteen employees, besides smooth running of the canteen, as emerge out of instruction issued in that regard from time to time.

30. Now it would be considered as to what functions were performed by the claimant? Whether he performed

clerical work or performed supervisory duties? For an answer, I have to turn to the facts. Besides ocular facts, claimant had proved a few documents. Documents proved by the claimant give meaning to ocular facts detailed by him. I will appreciate those documents one by one. Ex.WW1/5 bring it over the record that a bill for Rs. 588.00 was forwarded by Shri Rana for approval of expenditure and payment thereof. In the same manner, Ex.MW1/6 highlights that a sum of Rs. 8000.00 was asked for by Shri Rana for purchase of articles from Kendriya Bhandar/ Super Bazar. Ex.WW1/7 tells that a sum of Rs. 6000.00 was demanded by Shri Rana for purchase of articles from Kendriya Bazar/Super Bazar. Ex.WW1/8 points out that Shri Rana forwarded claim of 5 employees for overtime allowance for duties performed on 25-04-1998. Those 5 employees were halwai, coupon clerk, bearers and wash boy. He approved grant of overtime allowance in favour of 4 employees for performing duties on 08-07-98, which fact emerge out of Ex.WW1/9. Case for grant of overtime allowance to 7 employees was made by Shri Rana in Ex.WW1/10. Ex.WW1/11 make out that Shri Rana estimated cost of one piece of burfi, one piece of dhokla, one piece of Britannia merricake, one salt biscuit, one vada, mineral water and marie biscuit, besides tea at Rs. 17.00 and estimated cost of above snacks and tea for 1100 persons at Rs. 18,700.00. He made a proposal for sanction of Rs. 18,700.00, which was accepted by the authorities. Ex.WW1/12 highlights that Shri Rana forwarded claim of 5 employees for grant of overtime allowance for duties performed on 05-07-1997. In the same manner, he forwarded claim of 3 employees for grant of overtime allowance for two hours each on 07-07-1997 and 08-07-1997. He forwarded claim of 4 employees for grant of overtime allowance for duties performed on 12th and 13th July, 1997, as emerge out of Ex.WW1/14. Ex.WW1/15, Ex.WW1/16, Ex.WW1/17, Ex.WW1/18 and Ex.WW1/19 make out that Shri Rana has forwarded claim of employees for grant of overtime allowance for duties performed on 14-07-1997, 15-07-1997,19-07-1997,20-07-1997,21-07-1997,22-07-1997, 26-07-1997, 27-07-1997,27-07-1998,28-07-1998, 30-07-1998 and 31-07-1998. Ex.WW1/19 enlists staff working under him as a halwai, tea maker, three bearers, one wash boy, one safaiwala, one coupon clerk and one counter clerk, in whose favour he had recommended overtime allowance for work performed for 5 days in July 1998. Proposals put forward by Shri Rana were generally accepted by the authorities.

31. From duties entrusted to the claimant, it is to be ascertained as to whether main and substantial work which he did was not of supervisory nature? As detailed above, there were 9 employees who used to work under him in the canteen. Can it be said that with the assistance of 9 employees, claimant was carrying out his manual duties? Answer lies in the negative. No evidence has come over the record that the claimant used to perform much part of the duties himself with the assistance of 9 employees, who were working under him. On the other hand, it had come over the record that the claimant used to assign duties to his subordinates on holidays as well. He used to depute them for performance of overtime work in case of exigencies. Amount of manual work he used to perform was ancillary to his duties as manager canteen. The mere fact that he put forward proposals for grant of overtime allowance would not being his case within the ambit of manual work. Consequently, it is evident that nothing had come over the record to conclude that substantial duties of the claimant were of manual and clerical in nature.

32. To sum up, principal and main duties of the claimant as Manager emerged as follows:

-General control and supervision over the canteen workers.

-Allocation of work to his subordinates Instructing them to prepare snacks, tea, breakfast and lunch for the employees of the Council.

-Guide his workers as to how they are to perform their duties.

-Assign duties to them in case of exigencies Report on performance of the workers under him to his superiors.

-Take decision for purchase of goods from the market.

-Make suggestions to the authorities regarding possible improvement in services provided by the canteen staff.

33. On analysis of entire facts, it is evident that duties performed by the claimant is combination of supervisory work of two types, as manager canteen, he used to supervise work of his subordinates in preparation of tea, coffee, snacks and lunch. At the same time, he used to issue directions to them as to how the work was to be performed and recommend allocation of work as well as grant of overtime to his subordinates. The central concept of supervisory duties stood established in the case since the claimant was responsible for smooth running of the canteen, with the help of employees, working under him. Nature of duties performed by the claimant make it clear that he was a supervisor. It is not a disputed proposition that the claimant was drawing much more than Rs.1600.00 per month. Consequently, it is crystal clear that the claimant was performing mainly supervisory duties. He falls within the ambit of clause (iv) of the second limb of the definition of workman, as enacted by section 2(s) of the Act. These reasons persuade me to conclude that Shri Rana was not a workman within the meaning section 2(s) of the Act.

34. The Tribunal is the creature of the Act, hence its jurisdiction is circumscribed by the Act. Its adjudication must, therefore be confined to the perimeter of the provisions of the Act. As per the scheme of the Act, the Tribunal has to determine the dispute referred to it. Section 10 (4) of the Act permits the Tribunal to decide only disputes or points referred to it and matters incidental thereto. Thus, the Tribunal cannot go beyond the terms of reference. For articulation of an industrial dispute, its adjudication is to be confined only to :

(a) the points specified in the reference, and

(b) the matters incidental thereto.

35. The words 'incidental thereto' occurring in section 10 (4) of the Act do not have the same meaning as the words 'appearing to be connected with or relevant to" used by the legislature in clauses (b), (c) and (d) of Section 10 (1) of the Act. The matters covered by the latter expression must be specifically referred for adjudication while the matter covered by former expression need not be specifically referred or they can be adjudicated upon as a part of the main dispute. For instance, on an industrial dispute being referred to it, the Tribunal has jurisdiction to determine whether on the facts placed before it, an 'industrial dispute' within the meaning of section 2(k) has really arisen, or the concerned persons are 'workmen' as defined in section 2(s) or a particular undertaking is an 'industry' within the meaning of section 2 (j) of the Act or such industry is a live industry or a closed industry. Such questions can be validly examined and adjudicated upon by the Tribunal as matters incidental to the points of dispute, specified in the order of reference. Therefore, above question raised by the Council is adjudicated by the Tribunal being incidental to the points specified in the reference order.

36. Since the claimant does not fall within the ambit of the definition of workman, provisions of the Act are not applicable to him. Appropriate Government was not competent to form an opinion that an industrial dispute existed between the Council and the claimant. When making the reference is itself incompetent, reference order does not give jurisdiction to this Tribunal to entertain it for adjudication. Claimant cannot held entitled to any relief by this Tribunal. Issues referred above do not qualify for adjudication. Consequently, this Tribunal refrains its hands from adjudicating the issues. An award is passed in favour of the Council and against the claimant. It be sent to the appropriate Government for publication.

Dated: 28-01-2013

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 20 फरवरी, 2013

का.आ.618.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डवलपमेन्ट कमिश्नर (हैन्डीक्राफ्ट) एवं अदर्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं-1, नई दिल्ली के पंचाट (संदर्भ संख्या 244/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-02-2013 को प्राप्त हुआ था ।

[सं. एल-42012/136/1998-आई आर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 20th February, 2013

S.O. 618 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 244/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial Dispute between the The Development Commissioner (Handicraft) & Others and their workman, which was received by the Central Government on 15-02-2013.

[No. L-42012/136/1998-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

I.D. No. 244/2011

Shri Charan Singh
S/o Sh. Govind Ram,
Vill. Semri, Post Chhata,
Mathura (UP)

....Workman

Versus

1. The Development Commissioner (Handicraft),
   Govt. of India/Ministry of Textiles,
   West Block-7, R K. Puram,
   New Delhi.

2. The Deputy Director (Arts & Crafts),
   Field Administrative Cell,
   Govt. of India/Ministry of Textiles,
   Varanasi (U.P.)

3. The Asstt. Director (Arts & Crafts)
   Crapet Weaving Training-cum-Service Centre,
   Govt. of India/Ministry of Textiles,
   23, Indira Nagar, Bareilly (U.P.)

.... Managements

AWARD

Carpet Weaving Training Centres (in short the Centre) function under the Development Commissioner

(Handicrafts), Ministry of Textile, Government of India, New Delhi. There are six regions, namely, northern, central, western, southern, eastern and north eastern, which are headed by Development Commissioner (Handicraft). In a region, several Centres function. One such Centre used to function at Chhata, District Mathura, Uttar Pradesh, wherein Shri Charan Singh was engaged as watchman in case of exigencies from September 1983 to August 1985. When he was not engaged any further by the said Centre, Charan Singh conceived that action as retrenchment of his services. He raised a demand for reinstatement in service, which demand was not conceded to. Aggrieved by the said act, he raised an industrial dispute before the Conciliation Officer. Since his claim was contested by and on behalf of the Centre, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, appropriate Government referred the dispute to the Central Government Industrial Tribunal, Kanpur, for adjudication vide order No. L-42012/136/98-IR (DU), New Delhi dated 30-11-98 with following terms:

> "Whether the action of the management of Carpet Weaving Training Centre in terminating the services of Shri Charan Singh is legal and justified? If not, to what relief the workman is entitled to?"

2. Vide award dated 2-8-2006, the Central Government Industrial Tribunal, Kanpur, formed an opinion that the reference order lacked in material particulars, since date of termination was not mentioned therein. It opined that schedule of reference order was vague in nature. Keeping that ambiguity in mind, the Central Government Industrial Tribunal, Kanpur, answered the reference as unarticulable.

3. The appropriate Government was again approached by Shri Charan Singh and on consideration of entire facts, the dispute was referred to the Central Government Industrial Tribunal, Kanpur, for adjudication, vide order No. L- 42012/136/98-IR (DU), New Delhi dated 16-01-2007 with following terms:

> "Whether the action of the management of Carpet Weaving Training Centre in terminating the services of Shri Charan Singh with effect from 01-01-1985, is legal and justified? If not, to what relief the workman is entitled to?"

4. Claim statement was filed by Shri Charan Singh pleading therein that he was appointed as chowkidar on 01-10-1983 after due selection by the Center. He was assured of being made regular on the post of chowkidar in due course. Certificate dated 01-10-1983 contains that assurance. His wages were paid at the rate of Rs. 240.00 per month. He served continuously till 31-12-1984. He rendered continuous service of more than 240 days in a calendar year. Termination of his services was contrary to the provisions of section 25 F of the Industrial Disputes Act, 1947 (in short the Act). He presents that since his termination amounts to retrenchment, he ought to have been given one months' notice or wages in lieu thereof, besides retrenchment compensation. Since termination of his service was violative of provisions of the Act, he is entitled for reinstatement in service with continuity and full back wages.

5. Claim was demurred by the Center pleading that the claimant was engaged as a daily wager as per requirement from time to time between September 1983 and December 1985. He never completed 240 days continuous service in a calendar year. Provisions of section 25-F of the Act were not applicable to him. Under the scheme, he was not entitled for one month notice or pay in lieu thereof. No retrenchment compensation was paid to him. There is no case in favour of the claimant for reinstatement in service. His claim may be dismissed being devoid of merits, pleads the Center.

6. On pleadings, followings were settled:

(i) Whether there is no privity of contract between the claimant and the management?

(ii) As in terms of reference.

(iii) Relief.

7. Vide order No. L-42012/136/98-IR (DU), New Delhi dated 12-10-2007, case was transferred to the Central Government Industrial Tribunal No.2, New Delhi, for adjudication by the appropriate Government.

8. On the strength of order No. Z-22019/6/2007/IR (C-II), New Delhi dated 30-03-2011, case was transferred to this Tribunal for adjudication by the appropriate Government.

9. Claimant entered the witness box to substantiate his claim. Shri Bhuvanender Singh, Assistant Director (Handicrafts) unfolded facts to defend the claim. No other witness was examined by either of the parties.

10. Shri V.K. Sharma, authorised representative, advanced arguments on behalf of the claimant. Shri Gyaneshwar, authorized representative, presented his point of view on behalf of the Centre. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

Issue No.1

11. Shri Gyaneshwar argued that the claimant was engaged as a daily wager in case of exigencies. He was not appointed against a regular post. Therefore, claimant nowhere became an employee of the Centre. According to

him, there was no privity of contract between the Center and the claimant. Contra to it, Shri Sharma agitates that the claimant was appointed as a watchman on the strength of letter Ex.WW1/M2. He served the Centre continuously for more than 240 days in every calendar year. He presents that claim made by the Center to the effect that there was no privity of contract between the parties, is unfounded.

12. Whether relationship of employer and employee existed between the parties? For an answer to this proposition, it is to be appreciated as to how a contract of service is entered into. The relationship of employer and employee is constituted by a contract, express or implied between employer and employee. A contract of service is one in which a person undertakes to serve another and to obey his reasonable orders within the scope of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact, been employment of the kind usually performed by the employees. Any such inference, however, is open to rebuttal as by showing that the relation between the parties concerned was on a charitable footing or the parties were relations or partners or were directors of a limited company which employed no staff. While the employee, at the time, when his services were engaged, need not have known the identity of his employer, there must have been some act or contract by which the parties recognized one another as master or servant.

13. As detailed by the claimant, he was appointed by the Center on 1-10-1983. Appointment letter Ex.WW1/M2 was issued in his favour. Shri Bhuvanender Singh deposed that the claimant was engaged as a daily wager watchman from time to time in exigencies. Ex. MW1 /1 presents the period for which he was engaged by the Center. From facts unfolded by the claimant and those detailed by Shri Bhuvenender Singh, it came to light that the claimant was engaged by the Center for the first time in October 1983. When claimant was taken in employment by the Centre, relationship of employer and employee stood established between the parties. In such a situation, it does not lie in the mouth of the Center to assert that there was no privity of contract; between the parties. Issue is, therefore, answered in favour of the claimant and against the Centre.

Issue No.2

14. In his affidavit, Ex.WW1/A, claimant details that he continuously served the Center from 01-10-1983 to 31-12-1984. His services were terminated on 01-01-1985. During course of his cross examination, he presents that certificate Ex.WW1/M2 was issued in his favour on 01-10-1983, the date when was appointed in service by the Center. He further presents that certificate Ex.WW1/M3 was also issued in his favour. During course of cross examination, he concedes that his signatures do appear on Ex.WW1/M5 to Ex.WW1/M17.

15. Shri Bhuvaneshwar Singh unfolds that the claimant was engaged by the Center as a daily wager from time to time, in case of exigencies. Ex. MW1/1 details the period for which he was engaged. No appointment order was issued in favour of the claimant by the Center. No termination letter was also issued. In Ex. MW1/1, period of his engagement was detailed by him after going through attendance register and muster roll. He presents that a regular watchman was therein service of the Center.

16. In order to establish that he was appointed by the Centre, claimant placed reliance on Ex.WW1/M2. He deposed that this certificate was issued at the time of his appointment, by the Centre. Consequently, it is apparent that the claimant relies on this document as his appointment letter. It becomes expedient to construe contents of this document, which are reproduced thus:

CERTIFICATE

Certified that Shri Charan Singh, S/o Shri Govind Ram, resident of Village Semri, Chhata, District Mathura, Uttar Prades, is appointed on the post of watchmen, at Rs.240 per month as wages; which post is lying vacant in Carpet Weaving and Training Center, Chhata, Mathura. In future, he will be regularised on the post.

Sd/-

(M.K. Jain)
Carpet Training Officer
Carpet Weaving and Training Center,
Chhata, District Mathura

Date: 01-10-1983

17. As projected above, claimant presents that Ex.WW1/M2 was issued when he was appointed on the post of chowkidar. Contents of Ex.WW1/M2 make it clear that the issuing authority opted not to refer it as an appointment letter. As is evident, scale of the post of watchman has not been mentioned. Furthermore, terms and conditions of appointment are not detailed therein. Document Ex.WW1/M2 bring it to the light of the day that an assurance was given to the claimant for his regularisation in due course of time. Appointment letter generally does not contain such stipulations. Claimant was not put on probation, which fact also pins it down. All these facts lead to an inference that Ex.WW1/M2 does not satisfy standards of it being an appointment letter. Evidently it is fabricated one.

18. Exhibit WW1/M3 has also been relied by the claimant to establish that he served the Centre from

01-10-1983 till 31-12-1984. When this document is scanned, it came to light that the word 'continuously' was added subsequently in this document. The word 'continuous'] overwrites word 'watchman"partially. In this certificate, it has been pointed out that the work of the claimant was satisfactory. It was further written therein that he was paid wages @ Rs.240.00 per month. When scrutinized it emerges that Ex.WW1/M3 purports to be a service/experience certificate. In this document too pay scale, in which claimant was paid his wages, has not been mentioned. At the end of this document words "Pay Rs.240 per month has been added. On prima facie appearance, this document is found to be fabricated one.

19. Ex.WW1/M5 to Ex.WW1/M17 are the documents on which claimant admits his signatures. When these documents are scrutinised, it came to light that these documents were signed by Shri M.K. Jain. Signatures of Shri M.K. Jain appearing on these documents are compared with signatures, which appear on EX.WW1/M2 and Ex.WW1/M3. On comparison, it is observed that signatures, appearing on Ex.WW1/M1 to Ex.WW1/M3, were recorded by someone else other than Shri M.K. Jain. In view of above reasons, these documents are discarded from consideration.

20. Whether the claimant has been able to establish that he rendered continuous service with the Centre? For an answer facts deposed by him are to be appreciated. Before adverting to this exercise, it is expedient to know as to what phrase "continuous service" means. As statue tells, "continuous service" has been defined by Section 25-B of the Act. Under sub-section (1) of the said section, "continuous service for a period" may comprise of two period viz.(i) uninterrupted service, and (ii) interrupted service on account of (a) sickness,(b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out, and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service." sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In Vijay Kumar Majoo (1968 Lab.I.C.1180) it was held that one year's period contemplated by sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act. Consequently, an enquiry has to be made to find out whether the workman actually worked for not less than 240 days during the period of 12 calendar months immediately preceding the retrenchment.

21. In Ramakrishna Ramnath [1970 (2) LLJ 306], Apex Court announced that when a workman renders continuous service of not less than 240 days in 12 calendar months, he is deemed to have completed one years service in the industry. It would be expedient to reproduce observations made by the Apex Court in that regard, which are extracted thus:

"Under Section 25-B a workman who during the period of 12 calendar months has actually worked in an industry for not less than 240 days is to be deemed to have completed One year's service in the industry. Consequently an enquiry has to be made to find out whether the workman had actually worked for not less than 240 days during period of 12 calendar months immediately preceding the retrenchment. These provisions of law do not show that a workman after satisfying the test under Section 25-B has further to show that he has worked during all the period he has been in the service of the employer for 240 days in the year".

22. When the workman concerned fails to establish that he worked for atleast 240 days in the year, he cannot claim protection against termination of his services in order to seek regularization of his services on monthly salary with benefits like pension, gratuity etc. Interruption of service occurred during the course of job has to be included in uninterrupted services. Fiction under Section 25-B of the Act will operate if workmen has actually worked for 240 days in a calendar year. The explanation appended to Section 25-B of the Act specifically includes the days on which workman was laid off under an agreement or he has been on leave with full wages, or he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment and in the case of a female, maternity leave, under the expression actually worked' used under sub-section 2 of Section 25-B of the Act. Question for consideration comes as to whether the words actually worked would not include holidays, Sundays and Saturdays for which full wages are paid. Apex Court was comprehended with such a proposition in American Express Banking Corporation [1985(2) LLJ 539]. It was ruled therein that the expression 'actually worked under the employer'. cannot mean those days only when the workman worked with hammer, sickle or pen, but must necessarily comprehend all those days during which he was in the employment of the employer and for Which he had been paid wages either under express or implied contract of service or by compulsion of statute, standing 'orders etc. Court ruled that Sundays and other days, would be comprehended in the words 'actuc1 work' and its

countenanced the contention of the employer that only days which are mentioned in the explanation should be taken into account for the purpose of calculating the number of days on which the workmen had actually worked though he had not so worked and no other days. The court observed that the explanation is only clarificatory, as all explanations are, and cannot be used to limit the expanse of the main provision. Precedent in Lalappa Lingappa [1981 (1) LJ 308] was distinguished by the Apex Court in the case referred above. The precedent was followed in Standard Motor Products of India Ltd. [1986 (1) LLJ 34]. Thus, it is crystal clear from the law laid above that Sundays and holidays shall be included in computing continuous service under Section 25-B of the Act.

23. In the light of above law, an enquiry would be made as to whether the claimant could establish that he rendered continuous service of 240 days in preceding twelve month from the date of his disengagement. To carry out this exercise, evidence is to be scanned. When documents Ex.WW1/6 and Ex.WW1/6 (originals of which were brought over the record as Ex.WW1/M3 and Ex.WW1/2 respectively) are discarded, only ocular facts remain to be considered. Claimant detailed self serving words to the effect that he served the Centre from 1-10-1983 to 31-12-1984. His self serving words nowhere find any support. Contra to it, documents Ex.WW1/M5 to Ex.WW1/M17 were put to him during the course of his cross-examination. Through these vouchers, payments were released in favour of the claimant from time to time These documents negate his claim of continuous service with the Centre from 1-10-83 to 31-12-1984. Facts, detailed by Shri Bhuvenender Singh, give joit to the ocular facts detailed by the claimant. He declares that certificate Ex.MW1/1 was prepared by him, wherein details of the period for which claimant worked with the Centre have been enumerated. This document was not dispelled by the claimant, when Shri Bhuvenender Singh was grilled. Shri Bhuvanender Singh projects that while detailing the period for which the claimant worked with. the Centre, he had taken into account records such as attendance register and monthly muster roll. When Ex.MW1/1 is reconciled with contents of Ex.WW1/M4 to Ex.WW1/M17, it came to light that the claimant worked with the Centre upto August 1985 and not upto 31-12-1984. Claimant worked for a total period of 118 neither from August 1985 till September 1984. He worked for 185 days from August 1984 till September 1983. Therefore, it emerged over the record that in neither of the calendar year, the claimant had worked for 240 days with the Centre. Ocular facts, which are in contradiction of above documents, are not given any weight. Since continuous service of one year had not been rendered by the claimant with the Centre, he is not entitled for protection of provisions of Section 25-F of the Act. Neither notice nor pay in lieu there was to be given to the claimant. His claim for retrenchment compensation has not ripened. Therefore, it does not lie in the mouth of the claimant to assert that termination of his services is violative of provisions of Section 25F of the Act.

24.It is not a case of the claimant that there were juniors to him, whose services were retained when he was allegedly bade fare well on. 1-01-1985. For want of evidence in that regard, it is clear that provisions of Section 25G, of the Act were not to be complied with. It is also not his case that after termination of his service need for casual engagement arose with the Centre. No evidence as brought to project that after his retrenchment, the Centre employed anyone in casual capacity, without offering him an opportunity for re-employment. Under these circumstances, provisions of Section 25H of the Act also have no application. Action of the Centre does not offend the provisions of the Act, hence its legality and justifiability have not come under the clouds. Issue is, therefore, answered in favour of the Centre and against the claimant.

Relief

25. As detailed above, the claimant had not been able to establish that he rendered continuous service of 240 days in preceding 12 months from the date of his termination of his services. He could not establish that at any point of time he rendered continuous service of one year with the Centre. As such, claimant has not been able to acquire status of an industrial employee to seek benefit under the provisions of the Act. Section 25-F of the Act makes it apparent that in order to seek benefit under the said provision, an employee should render atleast 240 days continuous service in a calendar year. As the claimant had not rendered any continuous service of one year with the Centre in any of the calendar years, provisions of Section 25-F does not come into operation. He had not adduced any evidence to this effect that any junior to him was working, when his services were dispensed with. In such a situation, provisions of Section 25-G of the Act also does not come into play. No evidence worth name has been brought that the Centre ever engaged someone else in the job of chowkidar, after termination of his service. As such, provisions of Section 25 H of the Act also does not apply. In view of reasons detailed above, it is evident that the claimant is not entitled to any relief. Action of the Centre in not engaging the services of the claimant any further is legal and justified. Claim put forward is liable to be dismissed. His claim is brushed aside. An award is passed in favour of the Centre and against the claimant. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated: 21-01-2013

नई दिल्ली, 20 फरवरी, 2013

का.आ. 619.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल मैनेजर, इंडिया गर्वन्मैन्ट, नियोडामिन्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 245/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-02-2013 को प्राप्त हुआ था ।

[सं. एल-16011/09/2007-आई आर (डी यू)]
जोहन तोपनो, अवर सचिव

New Delhi, the 20th February, 2013

S.O. 619.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 245/2011) of the Central Government Industrial-Tribunal-cum Labour Court No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the General Manager, India Govt. Noida Mint, and their workman, which was received by the Central Government on 10-02-2013.

[No. L-16011/09/2007-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

I.D. NO. 245/2011

The General Secretary,
Noida Mint Shramik Sangh (Regd),
D-2, Sector-I, Noida,
Gautam Budh Nagar (U.P.)

.....Workman

Versus

The General Manager,
India Government Noida Mint,
Gautam Buth Nager (U.P.)

.....Management

AWARD

India Government Mint, Noida (herein after referred to as the Mint), was established in the year 1988 under the Ministry of Finance, Government of India, New Delhi. Some posts of mazdoor were sanctioned in the Mint and their recruitment and promotion were to be governed by the India Government Mint Noida (Unclassified Industrial Cadre Posts) Recruitment Rules, 1988 (hereinafter referred to as the Recruitment Rules). In the year 2006, Government of India decided to corporatize functions of nine units (including India Govt. Mint, Noida) to a wholly owned company viz. Security Printing and Minting Corporation of India Limited (in short the Corporation), which came into existence with effect from 13-01-2006. Posts of Assistant Grade III were sanctioned by the Government of India in pay scale of Rs. 800-1150, which scale was revised to Rs. 2650-4000 with effect from 01-01-1996. Post of Assistant Grade III is next promotional post to the post of mazdoor. A few of the Assistant Grade III, officiating to the post of Assistant Grade II, were being paid in the scale of Assistant Grade III by the Mint. They raised a dispute for grant of equal pay to that of the post of Assistant Grade II on the principle of 'equal pay for equal work'. Dispute was referred for adjudication to this Tribunal, which was registered as an industrial dispute No. 29 of 1991. The Tribunal commanded the Mint to grant them pay in the scale meant for Assistant Grade II, vide its award dated 16-3-1998.

2. After enforcement of award dated 16-3-1998. various Assistant Grade III employees filed cases before various Tribunals for grant of similar benefits, which cases were allowed in their favour. OA No. 507 of 2003 was granted by the Central Administrative Tribunal (in short the CAT) vide its order dated 05-11-2003, wherein 30 employees posted as Assistant Grade III were held entitled to be paid in the scale of Rs. 950-1400. instead of Rs. 850-1150. OA No. 318 of 2006 was also granted by the CAT vide its order dated 28-11-2006 wherein applicants were granted pay in the scale of Rs. 950-1400 from the date of their appointment, but arrears were confined to three years before filing the petition.

3. Labour Court Applications were also moved, which were registered as LCA 19 of 2003, 15 of 2004 sand 18 of 2006. LCA No. 19 of 2003 was granted in favour of the claimants vide order dated 11-7-2005, while LCA 15 of 2004 was granted vide order dated 12-7-2005. However, LCA 18 of 2006 was rejected by the Tribunal, vide its order dated 26-03-2007.

4. Inspired by results of litigations, Noida Mint Shramik Sangh (Regd.) (hereinafter referred to as the union), raised demand on the Corporation for grant of financial up-gradation in favour of 15 mazdoors under Assured Career Progression Scheme in the pay scale meant for Assistant Grade II instead of Assistant Grade III, the next post in hierarchy avaliable for promotion. The demand was not conceded to by the Corporation. Aggrieved by that act of the Corporation, the union raised an industrial dispute before the Conciliation Officer. Since the Corporation contested the claim, conciliation proceedings ended into failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to Central Government Industrial Tribunal No. II, New Delhi, for adjudication,

vide order No. L-16011/9/2007-IR (DU), New Delhi dated 10-03-2008 with following terms:

"Whether the demand of Noida Mint Shramik Sangh for grant of first financial up-gradation benefit under the ACP Scheme to the mazdoors in the Grade of Assistant Grade III with pay scale of Rs. 3050-4590 by the management of India Government Noida Mint is legal and justified? It yes, to what relief the workmen are entitled to?"

5. Claim statement was filed by the union on behalf of 15 claimants, namely S/Shri Sarya Kumar, Sahid Hussain, Harinder Kumar, Kailash Chand, Vinod Kumar, Ravinder Kumar, Pawan Kumar, Rajesh Bhardwaj, Anil Goel, S.S. Ojha, SD Arya, Chhatterpal and Manoj Rai, pleading therein that claimants are working as Mondoor in the Mint. Next higher grade for promotion, in accordance to the existing hierarchy, is Assistant Grade III in pay scale of Rs. 3050-4590. Claimants could not get any promotion. They are entitled to financial up-gradation under ACP in accordance with rule 7 of the ACPS Rules, 1999. As per rule 7, their financial up-gradation under the scheme shall be given in the next higher grade in accordance with the existing hierarchy in a cadre/category to the post without creating new post for the purpose. Since they are working as mazdoor, their next higher grade and hierarchy is Assistant Grade III, which carries a pay scale of Rs. 3050-4590.

6. The union pleads that the Mint granted ACP to the claimants vide order No. NM/140/1/35(3)/2002/Admn./5/2 dated 14-01-03 and No. NM/140/1/35/2000(Admn.) 935 dated 03-10-2000 in the scale of Rs. 2650-4000. The union projects that the said scale of pay nowhere exists under the Recruitment Rules. Claimants are entitled for grant of ACP in the scale of Rs. 3050-4590, which is pay scale for Assistant Grade III. The union claims that an award may be passed in their favour directing the Corporation to grant them ACP in the scale of Rs. 3050-4590 applicable to Assistant Grade III, serving the Corporation, from the date of grant of ACP to them, as aforesaid.

7. The Corporation resisted the claim pleading that the Mint is situated in the State of Uttar Pradesh. According to the Corporation, this Tribunal has no jurisdiction to entertain the dispute, since the Central Government Industrial Tribunal, Lucknow/Kanpur, can only exercise adjudicatory jurisdiction over the matter. It has been pleaded that the Mint was established in the year 1988, under the Ministry of Finance, Government of India, New Delhi. It is a modern mint unlike other three mints located at Mumbai, Hyderabad and Kolkata. At the time of establishment of the Mint, Government of India sanctioned some posts of mazdoor, for those posts Recruitment Rules were notified on 18-11-1988. Subsequently, the Mint was Corporatized and the Corporation came into existence on 13-01-2006. It has not been disputed that the claimants were appointed as mazdoor, in accordance with the Recruitment Rules, Next promotional post made for them is Assistant Grade III (non Tradesmen), which carried scale of Rs. 800-1150 (revised to Rs. 2650-4000). ACP Scheme was introduced by the Government of India, vide OM dated 09-08-1999 to mitigate hardship in case of acute stagnation either in cadre or in an isolated post. It was decided to grant financial up-gradation in ACP Scheme to the employees on completion of 12 and 24 years of service, subject to conditions stipulated therein. Two financial up-gradations were to be given in entire service, which shall be counted against regular promotion. Since claimants could not get promotion due to non availability of posts in higher grade, they were granted financial up-gradation and placed in the pay scale of Rs. 2650-4500 on completion of 12 years of service, vide orders No. NM/140/1/35(3)/2000-Admn./935 dated 03-10-2000, NM/140/1/35(3)/2002-Admn./1512 dated 14-01-2003 and NM/140/1/35(3)/2007-Admn. 841 dated 19-09-2007.

8. The Corporation pleads that 37 workmen holding posts of Assistant Grade III raised an industrial dispute, which was registered as ID No. 29 of 1991 by this Tribunal. Workmen therein raised a claim for grant of pay scale of Rs. 950-1400 (revised to Rs. 3050-4590) instead of scale of Rs. 800-1150 (revised to Rs. 2650-4000) in comparison to the Assistant Grade III employed at Mumbai Mint. The Tribunal vide its award dated 16-03-1998 allowed claim of those workmen to be paid in the scale of Rs. 950-1400 (revised to Rs. 3500-4590) from the date of their respective appointment in the Mint. Appeal filed by the Mint was lost on technical grounds. Thereafter, various Tribunals were approached by the workmen working as Assistant Grade III, for grant of similar benefits. CAT granted indulgence to the workmen in two petitions and Central Government Industrial Tribunal No. II, New Delhi, also allowed two petitions under section 33-C(2) of the Industrial Disputes Act, 1947 (in short the Act) and one petition under section 33-C(2) of the Act was dismissed by the Tribunal. Thus it is obvious that the Tribunals have passed different orders, based on facts and circumstances of the case.

9. Financial up-gradation under ACP Scheme cannot be granted in a scale higher than the next promotional grade. Claimants are working as mazdoor. Next promotional post to the post of mazdoor is the post of Assistant Grade III, which is in the pay scale of Rs. 2650-4000. ACP was rightly granted to them in the scale of Rs. 2650-4000. Their claim for grant of ACP in the scale of Rs. 3050-4590 is unfounded. Their claim may be dismissed, being devoid of merits, pleads the Corporation.

10. Vide order No. Z-22019/6/2001-IR (C-II), New Delhi dated 30-03-2011, case was transferred to this Tribunal for adjudication by the appropriate Government.

11. The union abandoned the proceedings with effect from 15-12-2011 and opted to abstain away from adjudicatory process. The Tribunal was constrained to proceed with the matter under rule 22 of the Industrial Disputes (Central) Rules, 1957, vide its order dated 06-02-2012 and evidence of the union was closed. The union had earlier tendered affidavit of Shri Ram Ashish Prasad as evidence. However, Shri Prasad opted not to enter the witness box again and as such no opportunity could be afforded to the Corporation to purify contents of his affidavit by an ordeal of cross examination. Therefore, affidavit Ex. WW1/A, filed by Shri Prasad, cannot be read against the Corporation.

12. Shri J.P. Sharma, authorized representative, presented that counter affidavit of Shri Abhishek Srivastava may be read as evidence on behalf of the Corporation. No opportunity could be given to the union to purify contents of that affidavit by way of cross examination, since the union had abstained from the adjudicatory process.

13. Arguments were heard at the bar. Shri J.P. Sharma, authorized representative, advanced arguments on behalf of the Corporation. None came forward to present facts on behalf of the union. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

14. At the outset, Shri Sharma argued that since the claimants are working in the Mint at Noida, this Tribunal is incompetent to entertain the dispute for adjudication. According to him, it was the Tribunal at Lucknow/Kanpur who can enter into the adjudicatory process. In order to appreciate submissions made by Shri Sharma, it is expedient to have a glance on provisions of the Act. The scheme of the Act shows that it aims at settlement of all industrial disputes arising between capital and labour by peaceful methods and through machinery of conciliation, arbitration and if necessary by compulsory adjudication. The object of the Act is to protect workman against victimization by the employer and ensure termination of industrial dispute in a peaceful manner. The Act, however, does not provide for any set of social and economic principles for adjustment of conflicting interests. Such norms have been evolved and devised by industrial adjudication, keeping in view the social and economic conditions, the needs of the workmen, the requirement of the industry, social justice, relative interests of the parties and common good. These norms have given rights to the industrial employees what may be called industrial rights, as such rights may not be available at common law. Disputes as to the conditions of employment can be resolved by resorting to a technique known as collective bargaining. This tool is resorted to between an employer or group of employers and a bonafide labour union. Policy behind this is to protect workmen as a class against unfair labour practices. What imparts to the dispute of a workman the character of an "industrial dispute" is that it affects the right of the workman as a class. But by way of extension of definition of industrial dispute, by insertion of Section 2A of the Act, the dispute of an individual workman connected with or arising out of the discharge, dismissal, retrenchment or otherwise termination of his service by his employer has been brought within the ambit of the Act.

15. For adjudication of industrial disputes the appropriate Government is empowered to constitute Labour Courts, Industrial Tribunals and National Tribunals. Sub-section (1) of Section 7 of the Act empowers the appropriate Government to constitute one or more Labour Courts for adjudication of industrial disputes relating to any matter specified in the Second Schedule and for performing such other functions as may be assigned to them under the Act. Sub-section (1) of section 7A of the Act empowers the appropriate Government to constitute one or more Industrial Tribunal for adjudication of industrial disputes relating to any matter, whether specified in the Second Schedule or the Third Schedule and for performing such other functions as may be assigned to them under the Act.In the same manner sub-section (1) of section 7B of the Act empowers the Central Government to constitute one or more National Industrial Tribunal for adjudication of industrial disputes which, in the opinion of the Central Government involve questions of national importance or are of such a nature that industrial establishments situated in more than one State are likely to be interested in, or affected by, such disputes. Therefore, the aforesaid provisions make it clear that for constitution of Labour Courts, Industrial Tribunals and National Tribunals, the appropriate Government or the Central Government, as the case may be, has not to take into consideration the territory for which Labour Courts, Industrial Tribunals or National Tribunals are to be constituted. Labour Courts are constituted for adjudication of disputes relating to any matter specified in the Second Schedule appended to the Act and for performing such other functions as may be assigned to them under the Act. An Industrial Tribunal can adjudicate any dispute relating to any matter whether specified in the Second Schedule or Third Schedule appended to the Act and such other functions as may be assigned to them under the Act. National Tribunal can be constituted to adjudicate an industrial dispute involving questions of national importance or of such a nature in which industrial establishments situated in more than one State are likely to be interested in or affected by such disputes. Therefore, it is evident that territorial jurisdiction criteria for constitution of Labour Courts, Industrial Tribunals and National Tribunals have not been provided under the Act.

16. Clause (c) of sub-section (1) of section 10 of the Act empowers the appropriate Government to refer a

dispute or any matter appearing to be connected with or relevant to the dispute as specifed in the Second Schedule to a Labour Court for adjudication. In the same manner clause (d) of sub-section (1) of Section 10 empowers the appropriate Government to refer a dispute or any matter appearing to be connected with or relating to the dispute, whether it relates to any matter specified under the Second Schedule or Third Schedule to an Industrial Tribunal for adjudication. Sub-section (1A) of Section 10 of the Act empowers the Central Government to refer any dispute which involves a question of national importance or in which industrial establishments situated in more than one State are likely to be interested or affected for adjudication to a National Tribunal. Therefore, the provisions of Section 10 of the Act, which empowers the appropriate Government or the Central Government, as the case may be, to refer a dispute to a Labour Court, Industrial Tribunal, or National Tribunal, nowhere make a reference to territorial jurisdiction of such courts or Tribunals. Consequently it is evident that for adjudication of a dispute by this Tribunal, territorial constraints are not over it. The objection taken by the Corporation does not bear any substance.

17. As projected by the union, claimants are working as mazdoor with the Mint. This fact is also not disputed by Shri Srivastava in his affidavit dated 05-08-2008. Admittedly, no promotion could be granted to the claimants on account of non availability of posts. Government of India considered recommendations of the Fifth Central Pay Commission and announced ACP sheme for its employees vide OM No. 35034/1/97-Estt.(D), dated 09-08-99. Scheme proposed to mitigate hardship in cases of acute stagnation either in cadre or in an isolated post. Government decided to grant two financial upgradation under the scheme to Group B, C and D employees on completion of 12 years and 24 years of service, subject to fulfilment of prescribed conditions. Isolated posts of Group A, B, C and D categories, who have no promotional avenues, are also qualifying for similar benefits on the pattern indicated under the scheme. However, casual employees with temporary status, ad hoc and contract employees are not to qualify for the benefit under the scheme.

18. Financial up-gradation under the scheme is to be given in next higher grade, in accordance with existing hierarchy for the cadre or category of post without creating new post. However in case of isolated posts, in the absence of defined hierarchical grades, financial up-gradation is to be given in the immediately next higher (standard/ccmmon) pay scale as indicated in Annexure II, appended to the shedule. Financial up-gradation under the scheme shall be purely personal to the employee and shall have no relevance to his seniority position. On grant of ungradation under the scheme, pay of an employee shall be fixed under the provisions of FR 22(I)(A) (i) subject to minimum financial benefit of Rs. 100 as per IM No. 1/6/97-Pay-I dated 05-07-1999. Financial benefit under the scheme shall be final and no pay fixation benefit shall accrue at the time of regular promotion, i.e. posting against functional post in the higher grade. The scheme contemplates merely placing of an incumbent in the higher pay scale/grant of financial benefit only and shall not amount to actual functional promotion of the employees.

19. Extract of the scheme, referred above, makes it clear that financial up-gradation is to be granted to an employee in next higher grade in accordance to the existing hierarchy in cadre/category of post. Therefore, question would emerge as to whether what is the next higher grade in existing hierarchy to the post of mazdoor? Answer to this proposition has been provided by the Recruitment Rules. Recruitment Rules make it clear that the next post higher grade in existing hierarchy to the post of mazdoor is the scale of Rs.800-1150(pre-revised) meant for Assistant Grade III (Machine Assistant/non Tradesmen). As projected by the parties, scale of Rs.850—1150 was revised to Rs.2650- 4000, on acceptance of recommendations of the Fifth Central Pay Commission, by the Government of India.

20. Award dated 16-03-1998 was passed by the Tribunal in industrial dispute registered as I.D. No.29/1991. The appropriate Government referred the dispute projecting as to whether action of the management in keeping the Tradesmen (Workman) Grade II in the pay scale of Rs.800—1150 as against Rs.950—1400 given to such workmen of India Government Mint, Mumbai is justified. While adjudicating the dispute, referred above, the Tribunal was concerned with duties performed by tradesmen Grade III in the Mint as well as Tradesmen Grade III in India Government Mint, Mumbai. The Tribunal concluded that pay scales of Tradesmen Grade II and Grade III were clubbed in the scale of Rs.950—1400 for the employees working at India Government Mint, Mumbai, while pay scales for the Tradesmen Grade II and III in the Mint were not clubbed. Since no steps were taken by the Mint to establish that the duties performed by the Tradesmen Grade III in the Mint were distinct and different than the duties performed by the Tradesmen Grade II at India Government Mint, Mumbai, the Tribunal was of the view that the Mint cannot be allowed to discriminate the Tradesmen Grade III in the matter of their pay since their counter parts at India Government Mint, Mumbai, were getting wages in the sale of Rs.950—1400. In view of these propositions, the Tribunal commanded that workmen, working under Tradesmen Grade III at the Mint, shall be given pay scale of Rs.950—1400 from their respective dates of appointment in the Mint. Consequently, these facts make it apparent that the award was passed on the proposition that Tradesmen Grade III in the Mint were performing same duties as performed by Tradesmen Grade III in India Government Mint, Mumbai. To remove discrimination, the award was passed in favour of the claimants therein.

21. When present controversy is gauged in the light of facts which led the Tribunal to pass the award, referred above, it emerges over the record that facts are not identical. The Tribunal nowhere upgraded pay scale for Assistant Grade III, when it passed the award, referred above. It simply ordered that Assistant Grade III working in the Mint cannot be discriminated in the matter of pay scales than those who are working at India Government Mint, Mumbai. Therefore, for seeking parity in scale of pay, it is expedient that the person should work as Assistant Grade III in the Mint. By grant of financial upgradation under the ACP Scheme, mazdoor is not promoted to the Post of Assistant Grade-III. He performs the job of mazdoor and is granted financial up-gradation in next higher grade available in the hierarchy of promotion. Therefore, it is apparent that the next grade available in the hierarchy of promotion remains the same, viz. Rs.2650—4000. It was not at all changed on the strength of the award referred above. Without reaching the position of Assistant Grade III, claimants cannot agitate that they are performing duties of Assistant Grade III with the Mint and to be paid at par with the Assistant Grade III working at India Government Mint, Mumbai. Results reached in above Labour Court Applications reaffirm above conclusion, since it were adjudicated on factual situations, detailed therein.

22. There is other facet of the coin. Doctrine of "equal pay for equal work" has been \ enshrined under Article 39(d) of the Constitution as one of the directive principles of the State policy, requiring the State to secure "equal pay for equal work" for both, men and women. This constitutional goal is capable of attainment through constitutional remedies by way of enforcement of constitutional rights, declares the Supreme Court in Randhir Singh [1982 (1) LLJ 344]. In G. Sreenivasa Rao [1989(2) LLJ 149], the Apex Court announced that right to "equal pay for equal work" is an accompaniment of the equality, clause enshrined in Article 14 and 16 of the Constitution of India. Nevertheless, abstract doctrine of "equal pay for equal work" cannot be read in Article 14. Reasonable classification, based on intelligible criteria having nexus with the object sought to be achieved, is permissible.

23. In Grih Kalyak Kendra Workers Union[1991 (1) LLJ 349] Apex Court had gone to the extent of saying that "equal pay for equal work" has assumed the status of fundamental right in service jurisprudence having regard to the constitutional mandate of equality in Articles 14 and 16 of the Constitution. It was pronounced therein that it has ceased to be a judge made law as it is the part of the constitutional philosophy which ensures a welfare socialistic pattern of State providing equal opportunity to all and equal pay for equal work for similarly placed employees of the State. The principles does not apply to the State only but also applies to the State instrumentalities.

24. In 1976, Equal Remuneration Act, 1976 was enacted to implement provisions of Article 39(d) of the Constitution. Construing provisions of that Act, Supreme Court in Audrey D'Costa[1987(1) LLJ 536] pronounced that the Act does not permit the management to pay to a section of its employees, doing the same work or work similar in nature, lower pay contrary to the provisions of section 4(1) of the Act only because it is not able to pay equal remuneration to all. The Court further observed that the applicability of the Act does not depend upon the financial ability of the management to pay equal remuneration as provided by it.

25. In deciding whether the work is the same or is broadly the same, the Authority should take a broad view and also adopt a broad approach in ascertaining whether any dirfferences are of practical importance because from the subject of 'similar work' implies difference in detail. Actual duties performed should be looked into and not those that are theoretically possible. Elaborating the concept of "equal pay for equal work" and its application, the Apex Court in Randhir Singh (Supra) observes as follows:-

"Where all things are equal that is, where all relevant considerations are the same, persons holding identical posts may not be treated differentially in the matter of their pay merely because they belong to different departments. of course, if officers of the same rank perform dissimilar functions and the powers, duties and responsibilities of the posts held by them vary, such officers may not be heard to complain of dissimilar pay merely because the posts are of the same rank and the nomenclature is the same *** and there are different grades in a service, with varying qualifications for entry into a particular grade, the higher grade often being a promotional avenue for officers of the lower grade. The higher qualification for higher grade, which may be either academic qualification or experience based on length of service, reasonably sustain the classification of the officers into two grades with different scales of pay. The principle of "equal pay for equal work" would be an abstract doctrine not attracting Article 14 if sought to be applied to them".

26. In Delhi Veterinary Association (AIR 1984 SC 1221), the Supreme Court ruled that apart from the nature of work, the pay structure should reflect many other values and observed that the employer should follow certain basic principles in fixing the pay scales of various posts and cadres in the Government service. The degree of skill, strain of work, experience involved, training required, responsibility undertaken, mental and physical requirements, disagreeableness of the task, hazard attendant on work and fatigue involved are, according to the Third Pay Commission, some of the relevant factors which should be taken into consideration in fixing pay scales. The method of recruitment, the level at which the initial recruitment is made in the hierarchy of service or cadre, minimum educational and technical qualifications prescribed for the post, the nature of dealings with the public, avenues of

promotion available and horizontal and vertical relativity with other jobs in the same service or outside are also relevant factors, announced the Court.

27. In JP Chaurasia [1989 (1) LLJ 309], the Apex Court, elaborating the same theme, ruled that apart from the nature of work or volume of the work done the other relevant factors to be taken into account, are 'evaluation of duties and responsibilities of the respective posts'. In Hari Narain Bhowal [1995 (II) LLJ 328], the Apex Court pronounced that the principle of "equal pay for equal work" can be enforced when claiming persons satisfy the Court that not only the nature of work is identical but in all other respects they belong to the same class and there is no apparent reason to treat "equals as unequals".

28. In Ram Ashray Yadav [1996 (II) LLJ. 92], the Apex Court observed that principle of "equal pay for equal work" will not apply where qualification prescribed, mode of recruitment and the nature of duties are different for regular employees and a temporary employee. The claim of temporary Investigator-cum-Computer for payment of salary at par with the regular Investigator-cum-Computer was discarded by the Court in the said case. However classification of officers into two groups, namely, deputationist and non-deputationist, for paying different rates of special pay was held to be not permissible under Article 14 and 16 of the Constitution, as it did not bear any rational relation to the objects of the classification. See M.P. Singh (A.I.R. 1987 S.C. 485).

29. In Surjit Singh [2009(123) FLR 38] Apex Court was confronted with the proposition as to whether the persons employed as daily wagers in different capacities by Public Health Department of State of Punjab were entitled for "equal pay for equal work" to that of the employees who were appointed against regular posts, by following process of recruitment. It was ruled therein that grant of benefit of doctrine of "equal pay for equal work" depends upon a large number of factors, including equal work, equal value, source and manner of appointment, equal identify of group and wholesale or complete identity with the employee with whom equality is claimed. The same threads of thoughts were there in Ramesh Chandra Bajpai [2009(123) FLR 525] wherein the Apex Court ruled that similarity in the designation or nature or quantum of work is not determinative of equality in the matter of pay scales. It was emphasized that the Court has to consider the factors like the source and mode of recruitment/appointment, qualifications, the nature of work, the value thereof, responsibilities, reliability, experience, confidentiality, functional need, etc. In other words, the equality clause can be invoked in the matter of pay scales only when there is wholesale identity between the holders of two posts.

30. To claim equal pay for equal work, a claimant has to establish wholesale identity between the holder of the two posts. At the cost of repetition, it is concluded that the claimants did not reach the position of Assistant Grade III on grant of financial upgradation under the ACP Scheme. They still serve as mazdoor even after getting financial upgradation. There is no wholesale identity in their position qua position of Assistant Grade III, working in Government of India Mint, Mumbai Therefore, it does not lie in the mouth of the union to agitate that the claimants are entitled to equal pay at par with Assistant Grade III. Their case is not worth consideration on the doctrine of 'equal pay for equal work'.

31. In view of above reasons, it is apparent that the claim put forward by the union is unwarranted. There is no substance in the claim. Consequently, claim is brushed aside. An award is passed in favour of the Corporation and against the claimants/claimant union. It be sent to the appropriate Government for publication.

Dr. R.K, YADAV, Presiding Officer

Dated: 04-01-2013

नई दिल्ली, 20 फरवरी, 2013

का.आ. 620.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी कमिशनर, एम.सी.डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम-न्यायालय न.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 44/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-02-2013 को प्राप्त हुआ था ।

[सं. एल-42011/33/2010-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 20th February, 2013

S.O. 620.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2010) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the The Commissioner (MCD) and their workman, which was received by the Central Government on 15-02-2013.

[No. L-42011/33/2010-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

ID No. 44/2010

Shri Rajesh Kumar,
S/o Shri Rameshwar Dass,

R/o House No. C-4A/8C,
Janakpuri, New Delhi-110058

....Claimant

Versus

The Commissioner,
Municipal Corporation of Delhi,
Town Hall, Chandni Chowk,
Delhi-110006

AWARD

A Conservancy Ground Jamadar joined service with the Municipal Corporation of Delhi (hereinafter referred to as the Corporation) as a daily wager on 13-3-86. He worked on that post upto 17-11-87. He was selected for the post of Assistant Sanitary Inspector, on which post he joined on 18-11-87. He was regularized by the Corporation on the post of Assistant Sanitary Inspector. On 29-5-2007 he was promoted to the post of Sanitary Inspector and works as such with the Corporation.

2. The Corporation follows a policy of regularization, in phased manner, of its employees who are engaged on daily wages. One Kamal Singh was engaged by the Corporation as a Conservancy Ground Jamadar. He worked on the post of Assistant Sanitary Inspector, in diverted capacity. He was subsequently regularized on the post of Assistant Sanitary Inspector by the Corporation. In the same manner, Mombir Singh, who was engaged as a beldar, worked as Assistant Sanitary Inspector in diverted capacity. He raised a demand for regularization on the post of Assistant Sanitary Inspector. When Corporation refuted his claim, he raised an industrial dispute, which dispute was referred to an Industrial Tribunal, constituted by Government of N.C.T. Delhi. The Tribunal adjudicated that dispute in favour of Mombir Singh. Treating cases of Kamal Singh and Mombir Singh as precedents, Conservancy Ground Jamadar, who was recruited as Assistant Sanitary Inspector on 18-11-87 and promoted as Sanitary Inspector on 29-5-2007, made a representation to the Corporation for his regularization on the post of Assistant Sanitary Inspector w.e.f. 03.06-1986. His representation was declined. He raised an industrial dispute before the Conciliation Officer. The Corporation refuted his claim before that forum and as such conciliation proceedings failed. Failure report was submitted by the Conciliation Officer to the appropriate Government. On consideration of failure report, the appropriate Government referred the dispute to this Tribunal for adjudication, vide Order No. L 420 11/33/2010-I R(DU) New Delhi dated 17-9-2010, with following terms of reference:

> "Whether the action of the management of Municipal Corporation of Delhi in not regularizing the services of Shri Rajesh Kumar, Asstt. Sanitary Inspector w.e.f. 03-06-1986 with all consequential benefits/promotion etc. is legal and justified? If not, what relief the workman is entitled to?"

3. Claim statement was filed by the Conservancy Ground Jamadar, who was subsequently recruited as Assistant Sanitary Inspector, namely, Shri Rajesh Kumar pleading therein that he joined as Conservancy Ground Jamadar on daily wages with the Corporation on 03-06-86. He worked as Assistant Sanitary Inspector from 03-06-86 to 17-11-87. On 18-11-87 he was appointed as Assistant Sanitary Inspector on regular basis. His counter parts, working as daily wagers, were treated regular employees and given pay and allowances for the post of Assistant Sanitary Inspector. The Corporation employed Mombir Singh as beldar on 16-06-81 , who worked as Assistant Sanitary Inspector w.e.f. 23-02-83 . He was regularized on the post of Assistant Sanitary Inspector w.e.f. 23-2-83. He is also entitled for regularization on the post of Assistant Sanitary Inspector w.e.f. 03-06-86. He claims that an award may be passed commanding the Corporation to regularize his services as Assistant Sanitary Inspector w.e.f. 03-06-86 and to grant him wages with consequential benefits of that post.

4. Claim was demurred by the Corporation pleading that the dispute has not been espoused by a recognized union, hence it has not acquired status of an industrial dispute. It has been claimed that on account of non espousal of the claim by a recognized union, the reference is incompetent. The Corporation presents that the claimant joined as Conservancy Ground Jamadar on 13-03-86. He applied for the post of Assistant Sanitary Inspector. on which post he was selected and appointed. He joined as Assistant Sanitary Inspector on 18-11-87. Since he was recruited to the post of Assistant Sanitary Inspector and joined as such, his claim for regularization to that post w.e.f. 03-06-86 is uncalled for. A claim has been made that grievances raised by Shri Rajesh Kumar are untenable, being devoid of merits.

5. On pleadings of the parties following issues were settled:

1. Whether reference is bad for non espousal by a recognized union in the establishment of the management?

2. As in terms of reference.

3. relief.

6. Claimant entered the witness box to substantiate his claim statement. No evidence was adduced on behalf of the Corporation.

7. Arguments were heard at the bar. Shri Surender Bhardwaj, authorized representative advanced arguments on behalf of the claimant, Shri Vishwajit Mangla, authorised representative, presented facts on behalf of the Corporation. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:-

Issue No.1

8. At the outset, it is pointed out that the claimant absented from the proceedings with effect from 13.02.2010 and opted not to join it. Since the claimant remained away from adjudicatory process, matter was proceeded under Rule 22 of Industrial Disputes (Central) Rules, 1957. The Tribunal concluded that the claimant had failed to establish that his dispute was espoused by a union or considerable number of workmen in the establishment of the Corporation. In view of the above findings, the Tribunal refrained its hands from adjudicatory process, concluding that the dispute has not acquired status of an industrial dispute. An award was, accordingly, passed on 09-02-2011.

9. When the claimant approached the Tribunal again with an application, award dated 09-02-2011 was set aside vide order dated 4-07-2011.

10. Projecting facts, Shri Mangla argued that the claimant has not been able to establish that his dispute was espoused by a union in the establishment of the Corporation. According to him, the dispute has not acquired status of an industrial dispute. Contra to it, Shri Bhardwaj presents that in meeting dated 22-04-2011, Municipal Employees Union passed a resolution and took up the cause of the claimant. He presents that it does not lie in the mouth of the Corporation to claim that it is an individual dispute. For an answer to the proposition raised by the Corporation, it is expedient to consider definition of the term 'industrial dispute'. Section 2(k) of the Industrial Disputes Act, 1947(in short the Act), defines "industrial dispute' as follows:

> "industrial dispute" means any dispute or difference between employers and employers or between employers and workmen, or between workmen and workmen, which is connected with the employment or non- employment or the terms of employment or with the conditions of labour, of any person."

11. The definition of "Industrial dispute" referred above, can be divided into four parts, viz. (i) factum of dispute, (2) parties to the dispute, viz.(a) employers and employers, (b) employer and workmen, or (c) workmen and workmen, (3) subject matter of the dispute, which should be connected with -(i) employment or non employment, or (ii) terms of employment, or (iii) condition of labour of any person, and (4) it should relate to an "industry".

12. The definition of "industrial dispute" is worded in very wide terms and unless they are narrowed by the meaning given to word "workman" it would seem to include all "employers", all "employments" and all "workmen", whatever the nature or scope of the employment may be. Therefore, except in the case where there can be a dispute between the employers and employers and workmen and workmen, one of the parties to an industrial dispute must be an employee or a class of employees. The first point, therefore, to be noted, perhaps self evident, is that the phrase "employer and workmen", the plural may include singular on either side or any permutation of singular or plural, the masculine including the feminine. In order, therefore, to determine as to whether a controversy or difference or a dispute is an "an industrial dispute' or not, it must first be determined. whether the workman concerned or workmen sponsoring his cause satisfy the conditions of clause (s) of section 2 of the Act. Here in the case, the Corporation does not dispute that Shri Rajesh Kumar is a workman within the meaning of clause (s) of Section 2 of the Act.

13. The object of the Act is to protect workman against victimization by the employer and ensure termination of industrial dispute in a peaceful manner. The Act, however, does not provide for any set of social and economic principles for adjustment of conflicting interests. Such norms have been evolved and devised by industrial adjudication, keeping in view the social and economic conditions, the needs of the workmen. the requirement of the industry, social justice, relative interests of the parties and common good. These norms have given rights to the industrial employees what may be called industrial rights, as such rights may not be available at common law. Disputes as to the conditions of employment can be resolved by resorting to a technique known as collective bargaining. This tool . is resorted to between an employer or group of employers and a bonafide labour union. Policy behind this is to protect workmen as a class against unfair labour practices. What imparts to the dispute of a workman the character of an "industrial dispute" is that it affects the right of the workman as a class.

14. The Apex Court put gloss on the definition of "industrial dispute" in Dimakuchi Tea Estate [1958 (1) LLJ 500]and ruled that the expression "any person" in clause (k) of section 2 of the Act must be read subject to such limitation and qualification as arise from the context, the two crucial limitations are (i) the dispute must be a real dispute between the parties to the dispute (as indicated in the first two parts of the definition clause) so as to be capable of settlement or adjudication by one party to the dispute giving necessary relief to other, and (2) the person regarding whom the dispute is raised must be one for whose employment, non employment, terms of employment or conditions of labour, as case may be, the parties dispute for a direct or substantial interest. Where workman raised a dispute as against their employment, the person regarding whose employment, non employer, terms of employment or conditions of labour, the dispute is raised need not be strictly speaking "workman" within the meaning of the Act, but must be one in whose employment, non employer, terms of employment, or conditions of labour the workmen as a class have a direct or substantial interest. The observations made by the Apex Court are to be extracted thus:

> "We also agree with the expression "any person" is not co extensive with any workman, particular or

otherwise, equal with other, that the crucial test is one of community of interest and the person regarding whom the dispute is raised must be one in whose employment, non employment, terms of employment, conditions of labour (as the case may be) the parties to the dispute have a direct or substantial interest. Whether such direct or substantial interest has been established in a particular case will depend on its facts and circumstances."

15. In Kyas Construction Company (Pvt.) Ltd. [1958 (2) LLJ 660] Apex Court ruled that an industrial dispute need not be a dispute between the employer and his workman and that the definition of the expression "industrial dispute "is wide enough to cater a dispute raised by the employer's workman with regard to non employment of others, who may not be employed as workman at the relevant time. The Apex Court in Bombay Union of Journalist [1961 (II) LLJ 436] has observed that in each case in ascertaining whether an individual dispute has acquired the character of an industrial dispute, the test is whether at the date of reference, the dispute was taken up as submitted by the union of the workmen of the employer against whom, the dispute is raised by an individual workman or by an appreciable number of workmen. In order, therefore, to convert an individual dispute into an industrial dispute, it has to be established that it has been taken up by the union of employees of the establishment or by an appreciable number of the employees of the establishment. As far as union of the workmen of establishment itself is concerned, the problem of espousal by them generally presents little difficulty, since such workmen who are members of such unions generally have a continuity of interest with an individual employee who is one of their fellow workman. But difficulty arise when the cause of a workman, in a particular establishment is sponsored by a union which is not of the workmen of that establishment but is one of which membership is open to workmen of their establishment as well as in that industry. In such a case a union which has only microscopic number of the workmen as its member, cannot sponsor any dispute arising between the workmen and the management. A representative character of the union has to be gathered from the strength of the actual number of co-workers sponsoring the dispute. The mere fact that a substantial number of workmen of the establishment in which the concerned workman was employee were also members of the union would not constitute sponsorship. It must be shown that they were connected together and arrived at an understanding by a resolution or by other means and collectively submitted the dispute.

16. The expression "industrial disputes" has been construed by the Apex Court to include individual disputes, because of the scheme of the Act. In Raghu Nath Gopal Patvardhan [1957(1) LLJ 27] the Apex Court ruled as to what dispute can be called as an industrial dispute. It was laid thereon that (1) a dispute between the employer and a single workman cannot be an industrial dispute, (2) it cannot be per-se be an industrial dispute but may become if it is taken up by a trade union or a number of workmen. In Dharampal Prem Chand [1965 (1) LLJ 668] it was commanded by the Apex Court that a dispute raised by a single workman cannot become an industrial dispute unless it is supported either by his union or in the absence of a union by substantial number of workmen. Same law was laid in the case of Indian Express Newspaper (Pvt.) Limited [1970 (1) LLJ 132]. However in Western India Match Company [1970 (II) LLJ 256], the Apex Court referred the precedent in Drona Kuchi Tea Estate's case [1958 (1) LLJ 500] and ruled that a dispute relating to "any person becomes a dispute where the person in respect of whom it is raised is one in whose employment, non employment, terms of employment or conditions of labour, the parties, dispute for a direct or substantial interest".

17. What a substantial or considerable number of workmen would be in a given case, depend on particular facts of the case. The fact that an "industrial dispute", is supported by other workmen will have to be established either in the form of a resolution of the union of which workman may be member or of the workmen themselves who support the dispute or in any other manner. From the mere fact that a general union, at whose instance an "industrial dispute" concerning an individual workman is referred for adjudication, has on its roll a few of the workmen of the establishment as its members, it cannot be inferred that the individual dispute has been converted into an" industrial dispute". The Tribunal has therefore, to consider the question as to how many of the fellow workman actually espoused the cause of the concerned workman by participating in the particular resolution of the union. In the absence of a such a determination by the Tribunal, it cannot be said that the individual dispute acquired the character of an industrial dispute and the Tribunal will not acquire jurisdiction to adjudicate upon the dispute. Nevertheless, in order to make a dispute an industrial dispute, it is not necessary that there should always be a resolution of substantial or appreciable number of workmen. What is necessary is that there should be some express or collective will of a substantial or an appreciable member of the workmen treating the cause of the individual workman as their own cause. Law to this effect was laid in P.Somasundrameran [1970 (1) LLJ 558].

18. It is not necessary that the sponsoring union is a registered trade union or a recognized trade union. Once it is shown that a body of substantial number of workmen either acting through a union or otherwise had sponsored the workman's cause, it is sufficient to convert it into an industrial dispute. In Pardeep Lamp Works [1970 (1) LLJ 507] complaints relating to dispute of ten workmen were filed before the Conciliation Officer by the individual workmen themselves. But their case was subsequently taken up by a new union formed by a large number of co-

workmen, if not a majority of them. Since this union was not registered or recognized, the workmen elected five representatives to prosecute the cases of ten dismissed workmen. Thus cases of the dismissed workmen were espoused by the new union, yet unregistered and unrecognized. The Apex Court held that the fact that these disputes were not taken up by a registered or recognized union does not mean that they were not "industrial dispute".

19. It is not expedient that same union should remain incharge of that dispute till its adjudication. The dispute may be espoused by the workmen of an establishment, through a particular union for making such a dispute an "industrial dispute", while the workman may be represented before the Tribunal for the purpose of section 36 of the Act by a member of executive or office bearer of altogether another union. The crux of the matter is that the dispute should be a dispute between the employer and his workmen. It is not necessary that the dispute must be espoused or conducted only by a registered trade union. Even if a trade union ceases to be registered trade union during the continuance of the adjudication proceedings that would not affect the maintainability of the order of reference. Law to this effect was laid by the High Court of Orissa in Gammon India Limited [1974 (II) LLJ 34]. For ascertaining as to whether an individual dispute has acquired character of an individual dispute, the test is whether on the date of the reference the dispute was taken up as supported by the union of the workmen of the employer against whom the dispute is raised by the individual workman or by an appreciable number of the workman. In other words, the validity of the reference of an industrial dispute must be judged on the facts as they stood on the date of the reference and not necessarily on the date when the cause occurs. Reference can be made to a precedent in Western India Match Co. Ltd. [1970 (II) LLJ 256].

20. A long line of decisions, handed down by the Apex Court, had established that an individual dispute could not per se be an industrial dispute, but could become one if it was taken up by a trade union or a considerable number of workmen of the establishment. This position of law created hardship for individual workmen, who were discharged, dismissed, retrenched or whose services were otherwise terminated when they could not find support by a union or any appreciable number of workman to espouse their cause. Section 2A was engrafted in the Act by the Amendment Act of 1965 and it has to be read as an extension of the definition of industrial dispute contained in clause (k) of section 2 of the Act. Thus by way of extension of definition of industrial dispute by insertion of section 2A of the Act, the dispute of an individual workman connected with or arising out of his discharge, dismissal, retrenchment or otherwise termination of his service by his employer has been brought within the ambit of the Act.

21. Now, I would turn to the facts. Resolution dated 22-04-2011 passed by the Municipal Employees Union, was placed over record by the claimant, contents of which are extracted thus:

> It is unanmously resolved to contest the industrial dispute in favour of Shri Rajesh Kumar, S/o Shri Rameshwar Dass, a member of this union, who is working as Sanitary Inspector with the management of MCD and posted in Ward No. 148, Najafgarh Zone, Delhi for securing his regularization in service on post of Assistant Sanitary Inspector with retrospective effect 03-06-1986 with all consequential benefits either monetary or no-monetary, which case is now pending before the Central Government Industrial Tribunal No. 1, Delhi.

22. When contents of Resolution dated 22-04-2011 are construed, it emerged that the Municipal Employees Union expressed collective will to espouse cause of the claimant in April 2011. On the date of Resolution, the dispute was pending adjudication before this Tribunal. Such an espousal should be on the date of reference and not on a subsequent date. Therefore validity of the reference is not at all affected by the Resolution dated 22-04-2011. This Resolution will not give life to the dispute, by giving it status of an industrial dispute. Resolution of any other union has not been brought to the notice of the Tribunal. For want of evidence, the Tribunal cannot consider as to howmany of the fellow workmen actually espoused the cause of the claimant. On the date of reference. Consequently, it is clear that the dispute is an individual dispute and it cannot give any jurisdiction to this Tribunal to adjudicate it. The issue is answered in favour of the Corporation and against the claimant.

Issue Nos. 2 & 3

23. Since the claimant has not been able to establish that an 'industrial dispute' existed, under these circumstances, this Tribunal cannot invoke its jurisdiction under clause (d) of sub-section (1) of Section 10 of the Act, to adjudicate the reference sent by the appropriate Government. For want of jurisdiction, the Tribunal refrains its hands from adjudication of the dispute, so referred. In view of the findings on Issue No. 1, it is concluded that reference, is not competent. This Tribunal has no jurisdiction to adjudicate it. Reference is answered accordingly. Award, so passed, may be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated: 29-01-2013

नई दिल्ली, 20 फरवरी, 2013

का.आ. 621.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स मैट लाइफ इंडिया इंश्योरेंश कम्पनी लिमिटेड, बंगलौर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम

न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 39/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-02-2013 को प्राप्त हुआ था ।

[सं. एल-17012/12/2012-आई आर (एम)]
जोहन तोपनो, अवर सचिव

New Delhi, the 20th February, 2013

S.O. 621.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2012) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in ralation to the management of M/s. Met Life India Insurance Company Ltd., Bangalore and their workman, which was received by the Central Government on 15-02-2013.

[No. L-17012/12/2012-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wedesday, the 31st January, 2013

Present : A.N. JANARDANAN, Presiding Officer

Industrial Dispute No. 39/2012

(In the matter of the dispute for adjudication under clause(d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of M/s. Met Life India Insurance Co. Ltd. and their Workman)

Between

Sh. K. Durai : Petitioner/1st Party
Villupuram District

Vs.

The Chief Executive Officer : Respondent/2nd Party
M/s. Met Life India Insurance
Company Limited
Bangalore-560004

Appearance:

For the 1st Party/Petitioner : Sh. M.V. Seshadhari, Advocate

For the 2nd Party/Management : Sh. V. T. Narendiran, Advocate

AWARD

The Central Government, Ministry of Labour vide its Order No. L-17012/12/2012-IR (M) dated 28-06-2012 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is:

"Whether the action of the management of M/s. Met Life India Insurance Company Limited in terminating the services of Sh. K. Durai, Financial Planning Consultant w.e.f. 28-05-2009 is legal and justified? To what relief the workman is entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 39/2012 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their claim and counter statement as the case may be.

3. Points for consideration are:

(i) Whether termination of services of Sh. K. Durai, Financial Planning Consultant with effect from 28-05-2009 is legal and justified?

(ii) To what relief the workman is entitled to?

4. No evidence has been adduced by the petitioner who is at default to appear.

Points (i) & (ii)

Though the petitioner was served with notice and did appear initially, during and further adjournments given for further proceedings, he did not appear contest the dispute. Respondent entered appearance engaging a counsel. Needless to say no evidence has been adduced on behalf of the petitioner to substantiate the referred claim that termination of his services as Financial Planning Consultant w.e.f. 28-5-2009 by the management of M/s. Met Life India Insurance Co. Ltd. whether is legal and justified. When the petitioner wishes the court to believe that his termination of services is not legal and justified, it is for the petitioner (I Party) to disharge the said burden. By defaulting to appear and contest the dispute by adducing evidence, petitioner has not succeeded in proving his claim. The ID is therefore dismissed for default holding that his termination of services is only legal and justified and that the petitioner is not entitled to any relief.

5. The reference is answered accordingly.

A.N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents marked

On the side of the Petitioner

Ex. No.	Date	Description
	Nil	

On the side of the Management

Ex. No.	Date	Description
	Nil	

नई दिल्ली, 21 फरवरी, 2013

का.आ. 622.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बी.सी. सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न.-2, धनबाद के पंचाट (संदर्भ संख्या 44/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-02-2013 को प्राप्त हुआ था ।

[सं. एल-20012/286/02-आई आर (सी-I)]
एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st February, 2013

S.O. 622.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 44 of 2003) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 20-02-2013.

[No. L-20012/286/2002-IR (C-I)]
M.K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

Present : Shri Kishori Ram, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 44 of 2003

Parties : Employer in relation to the management of Mohuda Coal Washery, Western Washery Zone, Mohuda, BCCL and their workmen.

Appearances :

On behalf of the workmen	:	Mr. R. K. Prasad, Rep. of the workmen
On behalf of the management	:	Mr. U. N. Lal, Ld. Adv.
State : Jharkhand	:	Industry : Coal

Dated, Dhanbad, the 8th January, 2013

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/286/2002-IR (C-I) dt. 28-05-2003.

SCHEDULE

"Whether the action of the management of Western Jharia Zone of Mohuda Area in not promoting S/Sri Srikant Pasi and 26 others from Cat. II to Cat. V is legal, reasonable and Justified? If not, to what relief the concerned workmen are entitled and from which date?"

2. The case of the workmen Sri Srikant Pasi and 26 others as sponsored by the Union concerned is that the workmen concerned were originally appointed as permanent Category-I General Mazdoor in the years 1986, 1987, 1989 etc. S/Sri Badal Chandra Das and 6 others junior to those workmen were regularised as Cat. II Electrical Helper as per the office order dt.12/16-6-99. Promotion/regularisation from Cat. I to Cat. II has the only criteria of the Seniority whereas the confirmation of the person in acting position is only criteria for the regularisation. The workmen along with Sri Badal Ch. Das and 6 others were working as helper to the Fitter Operator. They not only protested and represented to the Management against the illegal and arbitrary promotion/ regularisation of Sri Badal Chandra Das and 6 others as Electrical Helper Cat.II rather they also demanded for the same w.e.f. 12/16-3-1999 with consequential benefits with their seniority as contrasted with that of Badal Chandra Das and 6 others. At that time, the management assured them of all the aforesaid demands, but it did not consider their case, and illegally and arbitrarily promoted S/Sri Badal Chandra Das and 6 other juniors to the vacant posts of Cat.V workmen in the month of Aug. Sept., 2002, showing them as senior to their workmen, without referring their name to D.P.C. for due consideration of their promotion. The representation of the workmen and the Union about it were without any effect, then the Union raised the Industrial Dispute about it before the A.L.C. (C) Dhanbad, but the same failed due to adamant attitude of the management, resulting in the reference for an adjudication. The action of the management concerned in promoting S/Sri Srikant Pasi and 26 others from Cat. II to Cat. V is neither legal nor justified.

No rejoinder whatsoever filed by the Union/workmen to the written statement of the mangement.

3. In challenge to it, the contra pleading of the management concerned with specific denials is that in fact the workmen S/Sri Srikant Pasi and 26 others were appointed and posted in Category I as General Mazdoor on different dates/years, i.e., in the years 1986, 1987, 1990, 1991 and 1992. They have been working since the date of their joining duties accordingly as per the job assigned to them. Sri Badal Chandra Das and six others also appointed as General Mazdoor in Category-I were performing the job of the Electrical Helper. As per available vacancies and as per Cadre Scheme circulated by JBCCI through CIL, Calcutta, they were regularised as Helper in Category-II

as per the Office Order No. 525 dt. 12/16-3-1999 . After some time on availability of vacancies, S/Sri Srikant Pasi & 26 others were promoted/ regularised on the recommendation of the Departmental Promotion Committee (to be referred as DPC) to the post of Category-II Helper as per the Office Order No. WWZ/PD/PROM/2000/827 dt.-17/18-4-2000 of the Dy. Chief Personnel Manager, Western Washery Zone, Mohuda. Promotion from one post to another is effected as per availability of vacancies by considering the departmental candidates according to the provisions of the Cadre Scheme circulated by JBCCI. Likewise, promotion is effected on availability of higher posts and on the recommendation of the DPC duly approved by the Cadre Controlling Authority. There is no such policy for giving automatic promotion from one grade to another. The promotions have been rightly allowed to the workmen concerned after the posts were vacant in Cat. II from the date of reporting for duty to the promoted post. The promotions are not allowed retrospectively, otherwise, it would adversely affect the Natural justice and Industrial Relation of the Industry. The claim of the workmen/union has no justification for it, as it affects the other senior employees in the industry in the matter of growth as per Cadre Scheme in the Company. The workmen are not entitled to get any relief.

4. The management in its rejoinder categorically pleaded that the persons concerned working as Electrical Helper were considered for the said post by the D.P.C. , and were allowed promotion to the next higher grade as per norms of the Company. The promotions are given as per the job contents and available vacancies as per Cadre Scheme of the CIL without any supersession. The allegation of the workmen is baseless, because both the groups of workers were not performing the same nature of job, so it is incomparable in the matter of growth opportunity. S/Shri Badal Chandra Das and 6 others were working as Electrical Helper with the Electricians. As such they were rightly and legally promoted even to the next higher Grade in Category-II as per the office order no. 827 dt. 17/18-4-2000 on the recommendation of the D.P.C. None assured the workmen for retrospective promotion beyond the Company's Promotion Policy and cadre scheme. The case of the workmen would be considerable for further growth against available vacancies as per Cadre Scheme subject to the fulfillment of the norms of promotion. Thus the demand of the workmen is unsustainable as unreasonable.

FINDINGS WITH REASONING

5. In this reference case, WW1 Thakur Pd. Mahato, WW2 Jamaluddin in behalf of the Union, and MW1 Vivekanand Dubey, the Office Supdt. , MW2 B.B. Upadhayaya, Sr. Manager (Pers), and MW3 Ajit Kumar Singh, Personnel Manager, for the management have been examined.

Mr. R. K. Prasad, the Union Representative for the workman, submits that these workmen, who are Fitter Helper, are senior to Sri Badal Chandra Das and six others as admitted by the management, and are still working in the Category II, but their Juniors noted above have been given double promotion as regularisation from Cat. II to Cat. V without any documentary of the Cadre Scheme thereof so the claim of the workmen is quite legally just and justified.

The statement of WW1 Thakur Pd. Mahato, reveals that he was appointed on 14-10-89 (as evident from the Final Seniority List dt. 21-6-95 Ext. W. 1/1 Ext. M1/1) is at present working as Asstt. Fitter Operator after his promotion form Cat. I to Cat. II in mechanical disciple on 18-4-2000 (as per office order dt. 7/8-11-2010, Ext. W. 2) but his junior colleagues Badal Chandra Das, Samiran Chatterjee and T. K. Mahatha, whose appointment dates are 30-9-92 (Samiran's 7-10-92) and 15-1-90 respectively were given Cat. II on 16-3-1990 in mechanical side, discriminating him, there has been vacancies since 2005 in the Grade of the Fitter Operator; though admittedly some persons senior to him are still in Category II. WW2, Jamaluddin, one of the workmen, states that he is working as Helper to the Operator in Mechanical Department. To him, all the 27 workmen including him are in the list of the Seniority with their appointment dates; the category V has vacancies; all the workmen were promoted to Cat. II from Cat. I; they have been interviewed by the D.P.C. for promotion from Cat. II to Cat.V three months prior to his deposition (on 29-1-2008); admittedly promotion is effected on vacancies as per Cadre Scheme, but the Junior wee promoted in the year 1999 which was protested by them; and that only four persons are senior to him as noted in the list of the Reference.

6. On the other hand, Mr. U. N. Lal, the Ld. Counsel for the management has to contend that all the workmen joined in Category I in 1986-92 as General Mazdoor but Sri Badal Chandra Das and six others were appointed in Cat. I during 1989-92 on the Electrical Side, so they were regularised from Cat. I to Cat. II as Electrical Helper as per the Office Order dt. 21/16 March, 99 (Ext. M5/1) in continuation of the office order dt. 5/6-3-99 Ext. M. 5) and their pay was fixed at the nearest stae, after availability of vacancies, the cases of workmen Sri Kant Pasi and 26 other on consideration of the D.P.C. (Departmental Promotion Committee) were promoted to Cat. II helper, by keeping them on probation for one year, and they were allowed promotion benefits. Mr. Lal, the Ld. Advocate for the Management further submits that promotion from one category to another is effected through the D.P.C., so the claim of the workmen for promotion from Cat. II to Cat. V being contrary to the Rule as per Cadre Scheme is not justified.

According to MW1 Vivekanand Dubey, the Office Supdt. workmen Srikant Pasi and 26 others were appointed

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in the year 1989-1990 also in 1991; Some of them were appointed in Washery and some had joined on transfer from other units, so a Seniority List of these workmen was prepared as Ext. M. 1 which appears to be provisional one dt. 25-5-95; and another Seniority List dt. 21-5-95 has been marked Ext. M. 1/1. When there was a vacancy in Electrical Cadre in the Coal Washery, seven persons as per Ext. M. 2 were regularised from Cat. I to Cat. II in the month of March, 1999 and workmen Sri Srikant Pasi and 26 others were promoted to Cat. II from Cat. I as per their list (Ext. M. 3) and the Office Order dt. 17/18-4-2000 (Ext. M. 4) these workmen were promoted on the recommendation of the D.P.C. and out of them four persons to Cat. V accordingly such as persons Naresh Das and Pitambhar Das under Sl. Nos. 33 & 37 respectively being SC as per the aforesaid Seniority List (Ext. M. 1) in addition to those persons who had left or died; as such none of the workmen has been superseded in the matter of promotion; hence the demand of the workmen is not justified. Admittedly Badal Chandra Das junior to the workmen was working as Helper and he was regularised and for the first time, promoted in the year 1999 and at the relevant time the designation of Jamaluddin and 26 others were Operator Helper. Badal Chandra Das was working as a Lathe Helper since the date of his appointment and Mr. S.B. Prasad, the then Engineer had prepared a notesheet for his regularisation and at last the witness justified the claim of the concerned workmen.

7. Whereas the statement of MW 2 B.B. Upadhaya Sr. Manager (Personnel) transpires the appointment of these workmen between 1986 to 1992 as Gen. Mazdoor Cat. I, but so far as the Badal Chandra Das and 6 other employees were regularised as Electrical Helper in Cat. II in 1999 but they were not promoted. According to the witness the General Mazdoor is the designation and the employee who gathered experience in a particular discipline/job, his career growth as Cat. II and onwards is regularised as per respective cadre scheme in which he has acquired experience. Sri Badal Chandra Das and 6 others got experience in Electrical Helper job, so they were confirmed/regularised as Helper Electrical Cadre II. Other General Mazdoors/ the workmen were subsequently promoted in their respective trade against vacancies on the recommendation of the D. P.C. so they were promoted in Cat. II in the 2002. In this instant case there is no case of supersession of the workmen as the aforesaid Badal Chandra Das and 6 others were regularised in which no fitment benefits of promotion is given rather on their regularisation, they are placed in regularised category at the nearest next slab. At present the concerned workmen have been subsequently promoted in due course of time in higher grade and designation against vacancies on the recommendation of D.P.C. and the approval of the Competent Authority over it. Cadre Scheme is a document which regulates the career growth of an employee in a particular discipline. Since the workmen had no requisite experience in the Electrical Helper job, so they were not considered for regularisation as Electrical Helper Cat. II in March, 1999; as such the claim of the workmen is unjustified.

8. Ascertaining the appointment of these workmen as General Mazdoor Cat. I in the years 1986, 1987, 1989, 1990 and 1992 in their respective years. Out of them Badal Chandra Das and 6 others were regularised as Helper in Cat. II as per office order No. 463 dt. 6-3-1999 (Ext. M. 5) and they were given their assignments as the Fitter Helper (Cat. II) as per the office order dt. 16-3-1999 (Ext. M. 5/1). By that regularisation, the aforesaid 7 workmen were given the higher scale at the available stage and their pay was fixed but no incremental benefits was given to them as per policy of the Management but the management as per the office order dt. 18-4-2000 (Ext. M. 4) has given these workmen Srikant Pasi and 26 others their promotion to Cat. II as Helper in the year 2002; they were promoted against the permanent vacancies at the relevant time through the D.P.C. on account of being the cadre post and fitment was given to the workmen by providing one increment after their said promotion and they were subsequently promoted to Cat. IV, V as per the Cadre Scheme through the D.P.C. Since as per Cadre Scheme, the promotion is awarded to the workman as per available vacancies through D.P.C. but the claim of these workmen for their promotion from Cat. II to Cat. V being illegal is unjustified, because promotion from Cat. IV to V happens as per Cadre Scheme in Coal Washery Cadre. The witness MW. 3 has expressed his ignorance of the fact whether any documents of appointment of Profui Kumar Shaymal and others in Cat. V on 4-2-2008 has been filed in this case or not—the fact is beyond the pleading of Union. The Witness (MW. 3) has firmly established that those who had knowledge of maintenance of an operation of the machine were regularised in Cat. V but others unacquanited with the operation of the Machine were promoted to Cat. IV through D.P.C.

9. After hearing the argument of both the Ld. Representative for the Union and Ld. Advocate for the Management and on the perusal of the materials available on the case record, I find that these workmen were never superseded by Badal Chandra Das and 6 others in the same category because Badal Chandra Das and 6 others were working on the Electrical Side since their appointment whereas the workmen worked as Welder Helper or Fitter Helper in the different discipline and accordingly these workmen Srikant Pasi and others have been promoted as Cat. II Helper from their Cat. I General Mazdoor in the year 2000. These workmen's claim for direct promotion from Cat. II to Cat. V is unsustainable, in view of cadre scheme and the policy of the Company. Therefore, the Reference is responded as such :

It is held that the action of the management of Western Jharia Zone of Mahuda Area in not promoting S/Shri Srikant Pasi and 27 others from Cat. II to Cat. V is quite legal, reasonable and justified. The workmen are not entitled to any relief from any date, as they have been duly promoted to their category concerned against permanent vacancies available at the relevant time as per the Cadre Scheme of the Company.

Let the copy of the Award may be forwarded to the Ministry of Labour & Employment, Government of India for information and needful.

KISHORI RAM, Presiding Officer

नई दिल्ली, 21 फरवरी, 2013

का.आ. 623.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई के पंचाट (संदर्भ संख्या 23/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-02-2013 को प्राप्त हुआ था ।

[सं. एल-41011/17/2005-आई आर (बी-I)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 21st February, 2013

S.O. 623.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2006) of the Cent. Govt. Indus. Tribunal-cum- Labour Court No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 21-02-2013.

[No. L-41011/17/2005-IR (B-I)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, MUMBAI

Present

Justice G. S. Sarraf, Presiding Officer

Reference No. CGIT-1/23 of 2006

Parties : Employers in relation to the management of Western Riilway EMU Workshop

And

Their workmen (Badelal and 9 others)

Appearances :

For Western Railway	:	Ms. Fernandes, Adv.
For the Union	:	Mr. M.B. Anchan, Adv.
State	:	Maharashtra

Mumbai, dated the 24th day of January, 2013

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947 (hereinafter referred to as the Act). The terms of reference given in the schedule are as follows :

> "Whether the action of the management of Chief Workshop Manager, EMU Workshop, Western Railway, Mahalaxmi, Mumbai in not granting the seniority to S/Shri Badelal and 9 others is justified ? If not, to what relief S/Shri Badelal and 9 others are entitled to?"

2. According to the statement of claim submitted by Paschim Railway Karmachari Parishad the ten workmen joined the services of the Western Railway, EMU Workshop, Mahalaxmi, Mumbai as Khalasis on dates as mentioned in para no. 2 of the statement of claim. The Mahalaxmi Workshop directly appointed about 151 khalasis in the year 1990 ignoring the seniority of the ten workmen and several other khalasis. Some of the aggrieved khalasis challenged the seniority list prepared by the first party in the Central Administrative Tribunal, Mumbai Bench vide O.A. No. 890/93 wherein it was held that the applicants were entitled to seniority from the date of their initial appointment and they were also entitled to be regularised from the date of screening of directly appointed khalasis i.e. from 1-9-1990 and they were also entitled for seniority from that date. The ten workmen are also entitled to seniority from the date of their initial appointment and are entitled to regularisation from 1-9-1990.

3. According to the written statement there is a delay of eleven years in challenging the seniority list of 14-7-1993 and, therefore, reference is barred. The ten workmen have not approached the Central Administrative Tribunal to escape limitation clause of the Administrative Tribunal Act 1985. The judgement of Central Administrative Tribunal is not applicable in this case and the Central Administrative Tribunal has not granted seniority from the date of initial appointment. The ten workmen have not impleaded those who will be affected and whose seniority will be pushed down on account of re-fixing the seniority and, therefore, this reference is not maintainable on account of non-joinder of necessary parties. The ten workmen are not entitled to seniority from the date of their initial appointment. It is, therefore, prayed that the reference be dismissed with costs.

4. The union has filed affidavit of Jeevan Singh Adhikari who has been cross examined by learned counsel for the first party and the first party has filed affidavit of Mrs. Manisha Walavalkar who has been cross examined by learned counsel for the union.

5. Heard Mr. M B. Anchan learned counsel for the union and Ms. Fernandes learned counsel for the management.

6. The witness of the union hs admitted that the seniority list was prepared in 1993. It is also an admitted position that some employees approached Central Administrative Tribunal in the year 1993 itself but the ten workmen did not. The seniority list of 1993 is now being challenged in the present reference which has been made by order dt. 10-08-2006. According to the written statement there is a delay of eleven years in raising the dispute. This assertion of the first party has not been controverted by the union. The union has not offered any explanation whatsoever for the long delay.

7. Though the Act does not provide a period of limitation for raising a dispute under Section 10 of the Act but if, on account of delay, a dispute has become stale or ceases to exist, the reference should be rejected. Lapse of time results in losing the remedy and the right as well. Since in this case the reference itself is stale being belated it is not maintainable and it has to be rejected on this ground alone. I am supported by (2000) 2 SCC 455 and 2006 (3) LLJ 492.

8. In view of the above discussion the ten workmen are not entitled to any relief.

Award is passed accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 21 फरवरी, 2013

का.आ. 624.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई के पंचाट (संदर्भ संख्या 49/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-02-2013 को प्राप्त हुआ था ।

[सं. एल-12012/19/2007-आई आर (बी-I)]

बी.एम. पटनायक, डेस्क अधिकारी

New Delhi, the 21st February, 2013

S.O. 624.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 49/2007) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure in the Industrial dispute between the management of State Bank of India and their workmen, which was received by the Central Government on 21-02-2013.

[No. L-12012/19/2007-IR (B-I)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, MUMBAI

Present: Justice G.S. Saraf, Presiding Officer

Reference No. CGIT-1/49 of 2007

Parties : Employers in relation to the management of State Bank of India

AND

Their Workman (Liladhar S. Tawade)

Appearances :

For the State Bank of India : Shri Nadkarni, Adv.

For the workman : Shri Umesh Nabar, Adv.

State : Maharashtra

Mumbai, dated the 22nd day of January 2013.

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of reference given in the schedule are as follows :

> Whether the action of the management of State Bank of India, Mumbai is justified and proper in terminating the services of Shri Liladhar S. Tawade by way of voluntary retirement from service w.e.f. 18-11-1995? If not, then what relief the workman is entitled to?

2. According to the statement of claim filed by the second party workman he joined State Bank of India (hereinafter referred to as the Bank) as Canteen Boy-cum-Hamal w.e.f. 10-11-1984. He was designated as Messenger w.e.f. 18-3-1994. He had a clean and unblemished service record for more than 10 years. However, due to sickness he could not resume duties on or after 18-11-1995. On advice from his superiors he submitted an application dt. 12-1-1996 requesting the Bank to employ his wife in his place. The Bank did not consider the above application favourably and referred the case of the workman to Chief Medical Officer of the Bank for constitution of a Medical Board to examine the fitness of the workman. The workman approached the Medical Board as advised. The workman thereafter was under continuous treatment at J. J. Hospital. The workman was found fit by the Medical Board on and from 5-9-2003 and accordingly a certificate to that effect was forwarded by the Medical Board to the Chief Medical Officer. The Chief Medical Officer in turn by letter dt. 5-9-2003 informed the Bank that the workman was fit to resume duties as per the medical report submitted by the Medical Board. When the workman approached the Bank, the Bank did not allow him to resume duties. The workman was, therefore, constrained to raise industrial dispute challenging his illegal termination from service. The workman has prayed that he be reinstated with full back wages, continuity of service and all consequential benefits,

3. According to the written statement the workman was irregular in attendance and was remaining absent

unauthorisedly quite frequently. Till 12-10-1995 the workman was unauthorisedly absent on loss of pay for 1500 days. Thereafter he did not attend office from 18-11-1995. A chargesheet dt. 25-3-1996 was issued to the workman for the misconduct of remaining unauthorisedly absent. However, the enquiry remained inconclusive. On 12-1-1996, the workman submitted an application wherein he stated that he was suffering from giddiness and loss of memory for the past six months and he requested the Bank to employ his wife in his place. In view of the aforesaid letter the case of the workman was referred to the Chief Medical Officer of the Bank for constitution of Medical Board for his examination. Accordingly a Medical Board was constituted at J. J. Hospital and the workman was examined by the Board on 19-8-1996. The workman was asked to submit psychiatrist's opinion but the workman did not comply with this. He was then advised by the Bank to report for duty within three days vide memorandum dt. 27-02-1997. The workman replied to the above memorandum vide his letter dt. 12-3-1997 in which he stated that he was examined by the Medical Board in the previous month. He also stated that he was unable to resume his duties as he was having weakness. The Bank subsequently received communication dt. 25-4-1997 from J.J.Hospital that the workman did not submit the psychiatrist opinion. The Bank waited for a considerable period for the workman to resume his duties and finally advised him vide letter dt.16-10-1997 that since did he not attend the office by 12-4-1997 the Bank considered that he had voluntarily retired from the Bank's service. This letter was sent by registered-AD but it was returned undelivered. According to the written statement the Bank's action is based on clause 17(a) of the Bipartite Settlement dt.10-4-1989. Despite the Bank treating the workman as having voluntarily retired the workman again approached Bank's Chief Medical Officer on 29-7-2003 and the Chief Medical Officer wrote to the Superintendent, J.J. Hospital, Mumbai vide letter dt. 29-7-2003 for constituting a Medical Board for examining the workman. Obviously there was a communication gap and the Chief Medical Officer of the Bank was not aware of the Bank's letter dt. 16-10-1997 whereby the workman was deemed to have voluntarily retired from Bank's service. The Chief Medical Officer vide letter dt. 5-9-2003 forwarded to the Bank a copy of certificate dt. 5-9-2003 issued by J.J. Hospital certifying that the workman was fit to resume his duties. Armed with this certificate the workman requested the Bank to allow him to resume duty vide his letter dt. 18-5-2004. The Bank advised the workman by letter dt. 21-5-2004 that since he was deemed to have retired voluntarily the question of allowing him to resume duties did not arise. Thereafter the workman has raised this dispute. The Bank has prayed that the reference be answered in its favour as the action of the Bank in treating the workman as having voluntarily retired is justified and proper.

4. The workman has filed rejoinder wherein he has reiterated his stand.

5. The workman has filed his affidavit and he has been cross- examined by learned counsel for the Bank and the Bank has filed affidavit of Ravindranath Mahadeo Desai who has been cross examined by learned counsel for the workman.

6. Heard Shri Nadkarni on behalf of the Bank and Shri Umesh Nabar on behalf of the second party workman.

7. There are two letters, namely, the letter dt. 27-2-1997 which is Ex.-M-5 and the letter dt. 16-10-1997 which is Ex. M-7 which are vital for deciding the present controversy. Both letters are admitted documents. The letter Ex.M-5 is said to be a notice given in fulfillment of the provisions contained in clause 17(a) of the Memorandum of Settlement dt. 10-4-1989, while the letter EX. M-7 is a letter whereby the Bank has informed the workman that it is deemed that he has voluntarily retired from service.

8. It will be pertinent to quote clause 17(a) of the Memorandum of Settlement dt.10-4-1989 here which runs as under :

> When an employee absents himself from work for a period of 90 or more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/ subsequently or when there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice, stating inter alia the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

9. Clause 17(a) of the Memorandum of Settlement dt. 10-4-1989 requires that :

(a) A notice be given to the workman calling upon him to report for duties within 30 days of the date of notice.

(b) The grounds for coming to the conclusion that workman has no intention of resuming the duties must be stated in the notice.

(c) Necessary evidence be furnished where available.

10. The question is that whether the Bank has fulfilled the above three requirements as stated in clause 17(a) of the Memorandum of Settlement dt. 10-4-1989 while giving notice Ex. M-5 to the workman.

11. Notice Ex. M-5 runs as under :

यह पाया गया है कि आप काम से अनधिकृत रूप से दिनांक 18-11-95 से अनुपस्थित हैं ।

आपको अतः सूचित किया जाता है कि. . . . . के प्राप्ति के तीन दिनों के भीतर काम पर उपस्थित रहे तथा आपके अनुपस्थित के कारणों का स्पष्टीकरण दें ।

12. In the notice Ex. M-5 the time given to the workman for resuming his duties is three days whereas under clause 17(a) of the Memorandum of Settlement dt. 10-4-1989 the workman should have been called upon to report for duties within 30 days of the date of the notice. As per clause 17(a) of the Memorandum of Settlement dated 10-4-1989 the grounds for coming to the conclusion that the employee has no intention to join duties have to be stated but in the Notice Ex.M-5 no such grounds have been stated.

13. It is thus clear that the notice Ex.M-5 is not in conformity with the provisions of clause 17(a) of the Memorandum of Settlement dt. 10-4-1989 and consequently the letter Ex.M-7 is wholly improper and unjustified.

14. For the reasons stated above it is held that the action of the Bank is improper and unjustified.

15. However, looking to the entire conduct of the workman and after considering all the facts and circumstances of the matter I do not find fit to award back wages to the workman.

16. The Bank is, therefore, directed to reinstate the workman Liladhar S.Tawade within two months from the date of this Award.

Award is passed accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 21 फरवरी, 2013

का.आ. 625.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम मंत्रालय सं. 2, धनबाद के पंचाट (संदर्भ संख्या 33/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-02-2013 को प्राप्त हुआ था ।

[सं. एल-20012/572/2000-आई आर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st February, 2013

S.O. 625.—In pursuance of Section 17 of the Industrial Disputes Act. 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33 of 2002) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 20-02-2013.

[No. L-20012/572/2000-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANDBD

Present : Shri Kishori Ram, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 33 of 2002

Parties : Employer in relation to the management of Lodna Colliery of M/s. BCCL and their workmen.

Appearances :

On behalf of the Workman : Mr. B.B. Pandey, Ld. Adv.

On behalf of the Management : Mr. D. K. Verma., Ld. Adv.

State : Jharkhand : Industry : Coal

Dated, Dhanbad, the 7th January, 2013

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/572/2000-IR (C-I) dt. 4-4-2002.

SCHEDULE

"Whether the demand of Rashtriya Colliery Mazdoor Sangh to the management of Lodna Colliery of M/s. BCCL that Shri Dinanath Pandey, the dependant son of workman Shri Nanhak Pandey should get benefit of employment on compassionate ground is proper and justified ? If so, to what benefit the said dependant of workman is entitled ?"

2. The case of petitioner as sponsored by the Union concerned is that petitioner Dinanath Pandey, the dependant son of worker Nanhak Pandey the Mining Sirdar at Lodna Colliery of M/s. BCCL after his death in harness on 9-4-1989, had duly applied as sponsored in

the year 1990 for an employment as per provision of the National Coal Wage Agreement IV. He had been solely dependant son on his father's earning. The management was too reluctant to provide him his employment, arbitrarily adopting harassing attitude right from beginning, for it, so he is entitled to employment with back wages etc. as per clause 9.4.2. of NCWA IV applicable at the relevant time.

The worker in its rejoinder with specific denial has pleaded that the provision of the NCWA relates to employment to the dependant of an employee died in harness just help his family to cope up with sudden crisis due to his death must be expeditiously followed. At present, the crisis has increased at lot due to the lingering attitude of the management, which is more liable than the Union/petitioner for the delay.

3. Whereas the contra pleading of the Management with categorical denial is that the present Industrial Dispute raised in 1998 by the Union after lapse of 10 years. It is stale one. The demand for employment in a Public Sector Undertaking is not an Industrial Dispute u/s 2 (k) of he I.D. Act. Petitioner Dinanath Pandey is not a workman as defined u/s 2 (s) of the Act. No Employer-Employee relationship exists between both the parties. So the present I.D. is unmaintainable in law and facts. It is also alleged that None immediately applied for employment after the demise of the workman, though his wife delayedly applied for employment of the petitioner Dinanath Pandey as her son. the applicant was directed to complete the papers on detection of second irregularities at scrutiny of the papers, but he failed to rectify it. The employment under the provision of NCWA is not a legal right enfarciable by any one at any time. Thus the petitioner is not entitled to get employment in M/s BCCL.

The management in its rejoinder has alleged that the wife of Late Nanhak Pandey applied for employment of petitioner Dinanath Pandey after a long delay without sufficient papers. When the management pointed out irregularities in the paper submitted by him, but the applicant failed to rectify it. As such the demand of the Union for employment of Sri Dinanath Pandey is neither legal nor justified.

FINDING WITH REASONING

4. In this case, WW1 Dinanath Pandey, the applicant himself for the Union but in spite of more than sufficient opportunities, the management has failed to produce any witness on its behalf, so the evidence of the management was closed on 24-7-2012, hence it came for hearing argument.

On perusal of the oral and documentary evidence of WW1 Dinanath Pandey, I find that petitioner Dinanath Pandey as the dependant son of deceased employee Late Nanak Pandey had submitted an application to the management for his employment on compassionate ground after the death of his father in harness (Ext. W. 3, the death Certificate of Nanahak Pandey). The petitioner has claimed to have submitted his application for it with all the relevant papers. When the management returned his application for submitting more particulars as per their requirement, he also complied the instructions of the management but even then the management did not provide him any employment as per the regret letter treated 29-04/3-5-99 (Ext. W. 1) issued by the Manager, Lodna Colliery to the petitioner. Thereafter the petitioner appears to have immediately raised the Industrial dispute before the ALC concerned for reconciliation which finally resulted in the Reference. According to the petitioner, as per the Minutes of Discussion dt. 24 & 25 Jan., 1995 held between the Management and the Union concerned (Ext. W. 4), under its item No. 118 (at page 17) related to his employment as the dependant of Late Nanhak Pandey, Mining Sardar, Lodna Colliery which refers to calling for the details, checking of the LTC and Service Excerpts, and clarification from the widow and if necessary, for an affidavit; Still the petitioner is unemployed and there is no earning male member in his family; as such his claim is alleged to be justified. The petitioner has proved his original Matriculation Certificate and the photocopy of the Service Excerpt of his decased Father Nanhak Pandey as Ext. W. 2 and W. 5 respectively. It is remarkable to note here that the Service Excerpt of Ex-employee Nanhak Pandey bears the name of the petitioner as one of the three sons of the deceased employee.

5. On consideration of the unrebutted evidence, oral and documentary of the petitioner, it stands out crystal clear that the petitioner has been all along putting his claim for his employment under clause 9.4.2. of the National Coal Wages Agreement-IV on account of the demise of his father Late Nanhak Pandey, the Ex-Mining Sirdar of the Colliery, for which the management appears to be quite responsible. The Regret Letter of the management (Ext. W. 1) can not legally immune the management from the liability as dictated under the relevant provision of the N.C.W.A. concerned, the Regret Letter nowhere justifies itself any thing as a reason for his non-employment.

Considering the aforesaid facts and circumstances, the Reference is responded as such :

It is held that the demand of Rastriya Colliery Mazdoor Sangh to the management of Lodna Colliery of M/s. BCCL for the employment of Shri Dinanath Pandey, the dependant son of the workman Nanhak Pandey on compassionate ground is quite proper and justified. The petitioner is therefore entitled to the employment as the dependant son of Ex-employee Nanhak Pandey who died in harness.

The management concerned is directed to comply with the Award within two months from the date of its receipt following it publication by the Government of India, Ministry of Labour & Employment in the Gazette of India.

KISHORI RAM, Presiding Officer

नई दिल्ली, 21 फरवरी, 2013

का.आ. 626.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 40/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-02-2013 को प्राप्त हुआ था।

[सं. एल-20012/444/2000-आई आर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st February, 2013

S.O. 626.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2001) of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 20-02-2013.

[No. L-20012/444/2000-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT : Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 40 of 2001

PARTIES : Employers in relation to the management of Kustore Area of M/s. BCCL and their workman.

APPEARANCES:

On behalf of the Workman : Mr. S. C. Gaur, Ld. Adv.

On behalf of the Management : Mr. D. K. Verma, Ld. Adv.

State : Jharkhand

Industry : Coal

Dhanbad, the 15th January, 2013

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012/444/2000-IR (C-I), dated 12-02-2001.

SCHEDULE

"Whether the action by the management of Bharat Coking Coal Ltd., Kusunda Area of retiring from service Shri Sarju Paswan workman with effect from 2-7-2000 is justified and legal? If not, to what relief the workman is entitled ?"

2. The case of the sponsoring Union- National Coal Workers Congress for workman Sarajoo Paswan is that the work " KUSUNDA CHHETRA wrongly typed in Hindi in place of Kustore Chhetra of B.C.C.L. as no Kusunda Chhetra mentioned in the I.D. nor there is the management comment, about it so it is corrigible by the Tribunal. At the initial appointment of the workman, his age was recorded as 22 years as on 28-8-1972 or date of birth as 28-8-1950 as also recorded in his FORM 'B' Register, a statutory Record maintained under the Mines Act, 1952 and Rules thereunder as a token of proof, thef workman affixed his L.T.I. at the appropriate place of the said Form 'B'. The BCCL Management issued him his Identity Card in the year 1973 bearing his photograph and service particulars which also contains his aforsaid age/Date of birth under the signature of the colliery officials. In the year 1993, he was sent to for Periodical Medical Examination held as per provision of the Mines Rules, 1955. But subsequently the management of Alkusa Colliery illegally and unfairly changed his date of birth from 28-8-1950 to 04-07-1940 without any notice. The workman also protested to the management, even orally as well, yet it was ineffective. In the year 1987, the Service Excerpt known as "SEVA ABHILEKH" issued to the workman also bore his date of birth as 28-8-1950. So he returned it after keeping its one copy as per prevalent practice and guideline. But the management wrongly and illegally superannuated him on 2-7-2000 10 years early as per his actual date of birth recorded in the statutory Record and carried over till 1993. Thus the action of the management as to it is unjustified.

3. The Union in its rejoinder categorically denying the allegation of the management, has pleaded that the matter as to change of the workman's date of birth was pending and kept on lingering by the management, so the I.D. raised finally in 1998. Whether the age assessment, if any, relates to the workmen or any other workman of the same name is answerable at perusal of the record filed by the employer.

4. When the pleaded case of the management is that the industrial dispute raised by the Union of lesser number of workmen at the fag end of the service of the workman is unmaintainable. The Reference though relates to Kustore Area of BCCL, yet mentions Kusunda Area as not in its term, so it is not liable to adjudicated in absence of its appropriate correction by the Ministry. The workman

Sarju Paswan was a permanenet employee as Drill Bit Sha repener of Alkusa Colliery under Kustore Area of BCCL. His date of birth (D.o.B.) was recorded as 22 years in the Form 'B'. Register at the time of his appointment on 28-8-1972. On his representation about his wrongly recorded date of birth (DoB), so far its correction based on his age assessment by the Medical Board, he was sent to the Medical Board for it which determined his age as 46 years as on 4-7-86 which meant his such date of birth (DoB) as 4-7-40. As per the Implementation Instruction No. 76 of J.B.C.C.I., the age once assessed by the Medical Board on the request of the workman is final and binding. Accordingly the age assessed by the Medical Board was recorded in Form 'B' Register, Identity Card Register and other records of the Company and on that basis, the workman retired at his superannuation w.e.f. 2-7-2000. Thus the workman is not entitled to any grievance about it.

The Management in its rejoinder denied the allegation of the Union/workman and alleged that the workman as admitted by himself to have been sent to Medical Board on his own request. So the action of the management as referred in the terms of the Reference is justified and legal.

FINDING WITH REASONING

5. In this reference, WWI Sarju Paswan, the workman himslef for the Union and MWI Shiv Shankar Prasad, P. O.'s Clerk, Alkusa Colliery for the management have been examined.

The statement of WWI Sarju Paswan, the workman himself reveals that as per his Service Excerpt dt. 8-6-1987 his age was recorded as 22 years on 28-7-1972 while he was appointed in Alkusa Area as apparent from his Service Excerpt (Ext. W. 1) as also noted in his I.D. Card (Ext. W.2) received by him in the same year. According to him, a direction of the management to him for his appearance before the Medical Board in the year 1986 is wrong. In the year 1993 wrong enteries of his date of birth (DoB) came to his knowledge, he represented to the Management concerned which was received in the office of Alkusa Colliery on 31-7-1993 for the correction of date of birth (Ext.W-2) but even then he was prematurely retired ten years two months earlier. Admittedly the workman had not filed any application about it at the time of his appointment in the year 1972. The workman has denied the suggestion of the management that he had requested the management to recrod the same date of birth, as recorded earlier as the Medical Board has assessed his more age. The workman has stated not to have been referred to the Medical Board for assessment of his age.

6. On the other hand the statement of MWI Shiv Shankar Pd., the P. O.'s Clerk Alkusa Colliery transpries that as per the original Form B Register concerning the workman (Ext.M.1). the authenticated copy substituted the original one, the age of the workman was 22 years as on 28-8-72, the date of commencement of his employment, but as per the letter no. 17.12 dt. 10-7-1986 of personnel Manager, Bhagabandh Area to the Agent, Alkusa Colliery concerning the age determined by the Age Determination Committee at Area level bearing the name of the workman Sarju Paswan under its Sl. No. 36 indicating his age 46 years as on 4-7-1986 (Ext. M.2). In pursuance to the aforesaid Age Determination, the age of the workman was entered into the Form-B Register as 46 years in the pen and signature of Shri Sudhir Kumar Sinha, the Head Clerk but without date (Ext.M.1/1). According to the Age determination of the workman as per the aforesaid letter of the Personnel Manager concerned, the superannuation of the workman fell on 4-7-2000, so he consequently retired, which was quite correct; as such the claim of the workman for the correction of his age has been alleged as unjustified. Though the witness (MW.I) has stated his ignorance of the aforesaid entry of the determined age of the workman under the initial of the aforesaid Head Clerk Shubir Kr. Sinha at whose order as the Manager, the Agent or the Personnel Manager has only the power to rectify the Form 'B' Register but not others; it has been ascertained by the Management's witness the aforesaid age determination by the aforesaid Committee to have been held by Area wise and it was prevously done by the Apex Board but now it was being determined by the Age Determination Committee area wise concerned. The witness (MW.I) has denied and alteration into the date of birth of the workman in any circumstances as per the I.I. No. 76 of 1988 can not be brought about (voluntarly stated I. I. is always variable) and likewise presuperannuation of the workman ten years earlier than his real retirement has also been denied.

7. Mr. S. C. Gaur, the Learned Counsel for the Union/ workman submits that as par oral and documentary evidence of the workman, he was appointed in Alkusa Colliery under Kustore Area of M/s. BCCL on 28-7-1972 indicating his date of birth (DoB) as 22 years as evidence from his service Excerpt and Identity Card (Extt.W.I and W.2) respectively, despite his representation for correction of same discrepancy in his date of birth (DoB) since 1993 (Ext.W.3), the management suo-motto illegally superannuated him in July, 2000 ten years prior to his actual retirement. In reference to Annexure I (A) (IV) to the Implementation Instruction (I.I.) No. 76 of 1988 as contended by Mr. Gaur that sums as under :

(iv) Illiterate

" In the case of appointees not covered under the foregoing clause, the date of birth will be determined by the Colliery Medical Officer keeping in view any documentary and other relevant evidence as produced by the appointee date of birth as determined shall be treated as correct date of birth and the same will not be altered under any circumstances."

Relying upon the authority : 2005 (3) JLJR 2009, Awaadh Singh Vs. M/s Bharat Coking Coal Ltd. (DB) (1995) Supp. (2) SHC 598, BCCL Vs. Presiding Officer & others referred wherein with reference to I. I. No. 76 of M/s. BCCL, it has been held 'in the case of appointees who have passed matriculation or equivalent examination the date of birth recorded in matriculation certificate shall be treated as correct date of birth the same can not be altered under any circumstances— question of sending of an application to the Med. Examination did not arise : (Para 6, 9 & 10).

8. Whereas the contention of Mr. D. K. Verma, the Ld. Adv. for the management is that in the instant case the workman has no documentary proof of his date of birth, as he is totally illiterate who has claimed to be 22 years old as on 28-8-72, the date of his appointment as noted in his Service Excerpt and Identity Card (Extt. W.1 & W.2 respectively) :— so at raising the issue of his age, he was referred to the Medical Board which assessed his age 46 years as on 4-7-1986 and according to which he rightly superannuated on 4-7-2000 (Ext. M.1 and M.1/1) as entered in the Form-B register of the employees under his LTI respectively.

On thoughtful consideration of the materials available on the case record, I find the very representation dt. 31-6-1993 of the workman (Ext.W.3) underlines 'he is repeatedly sent for medical in order to harrase him' rebuts his oral evidence that he was never sent to the Medical Board for assessment of his age. The annexure-I to Implementation Instruction, No. 76 under (B) (ii) reads as such :

> 'Wherever there is no variation in records, such cases will not be re-opened unless there is a vary glaring and apparent wrong entry brought to the notice of the management. The Management after being satisfied on the merits of the case will take appropriate action for correction through Age Determination Committee/Medical Board.'

The aforesaid provision of I. I. No. 76 empowers the management after being satisfied on the merits of the case as very glaring and apparent wrong entry will take appropriate action for correction of date of birth through Age Determination Committee/Medical Board. In the reference, as per the statement of the workman for the claim of his superannuation based on his 22 years on the date of his joining, his retirement ought to have been 2010 after 38 years which appears to be palpably wrong entry of his age. But as per the age of the workman as determined 46 years by the Age Determination Committee on 4-7-1986 after 14 years of his date of joining, his real age was fixed 32 years, according to which his superannuation after 28 years of his service comes to the year 2000 after completing his 60 years of his age. There is not any doubt as to his factual age of the illiterate workman as 32 years old on the date of appointment.

9. Considering the aforesaid facts & circumstances of this case, the Award is responded as such :—

It is held that the action by the management of BCCL, Kusunda (read as Kustore) Area of retiring Shri Sarju Paswan, the workman from service w.e.f. 2-7-2000 is quite justified and legal. Hence the workman is not entitled to any relief.

Let a copy of the Award be forwarded to the Ministry of Labour & Employment, Government of India, New Delhi for information and needful.

KISHORI RAM, Presiding Officer

नई दिल्ली, 21 फरवरी, 2013

का.आ. 627.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 07/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-02-2013 को प्राप्त हुआ था।

[सं. एल-20012/70/2011-आई आर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st February, 2013

S.O. 627.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 07/2012) of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 20-02-2013.

[No. L-20012/70/2011-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT : Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 07 of 2012

PARTIES : Employers in relation to the management of Lodna Area of M/s. BCCL and their workman.

APPEARANCES:

On behalf of the workman : Mr. Raghunandan Rai, Union Representative

On behalf of the management : Mr. Samrendra Sinha, Ld. Adv.

State : Jharkhand

Industry : Coal

Dhanbad, the 23rd January, 2013

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012/70/2011-IR (CM-I), dated 20-12-2011.

SCHEDULE

"Whether the action of the management of Jealgora Colliery of M/s BCCL in regularising Md. Allauddin as Carpenter is fair and justified ? To what relief the workman concerned is entitled ?"

2. Shri Raghunandan Rai the Union Representative for the workman Md. Allauddin and Mr. Samrendra Sinha, Ld. Advocate for the management are present but no rejoinder filed on behalf of the workman. The Union Representative submits for the closure of the case on account of the fact that the workman is not willing to contest the case.

The present Reference relates to an issue of not regularising the workman. Since the workman is quite unwilling to contest the case, so no longer industrial dispute exists. Hence, the case is closed and accordingly, an order of no industrial dispute existent is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 21 फरवरी, 2013

का.आ. 628.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 2, धनबाद के पंचाट (संदर्भ संख्या 08/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-02-2013 को प्राप्त हुआ था।

[सं. एल-20012/71/2011-आई आर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st February, 2013

S.O. 628.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 08/2012) of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 20-02-2013.

[No. L-20012/71/2011-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT : Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 08 of 2012

PARTIES : Employers in relation to the management of E. J. Area of M/s. BCCL and their workman.

APPEARANCES:

On behalf of the workman : Mr. Raghunandan Rai, Union Representative

On behalf of the management : Mr. Samrendra Sinha, Ld. Adv.

State : Jharkhand

Industry : Coal

Dhanbad, the 23rd January, 2013

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012/71/2011-IR (CM-I), dated 22-12-2011.

SCHEDULE

"Whether the action of the management of Sudamdih Incline Mine M/s BCCL in not regularising Sri Sanjay Kumar Singh as Tyndale is fair and justified ? To what relief the concerned workman is entitled ?"

2. Mr. Raghunandan Rai the Union Representative for the workman Sanjay Kumar Singh, Tyndale and Mr. D. K. Verma, the Ld. Advocate for the management of Sudamdih Incline Mine of M/s BCCL are present, but no written statement — Rejoinder filed in behalf of the management.

The Union Representative submits for the closure of the case on the ground that since the workman has joined

another service, he is not willing to contest the case — the case of his regularisation.

In view of the submission of the Union Representative for the workman, I find no Industrial Dispute exists; hence, the case is closed and accordingly, an order of no industrial dispute existent is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 21 फरवरी, 2013

का.आ. 629.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1 धनबाद के पंचाट (संदर्भ संख्या 31/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-02-2013 को प्राप्त हुआ था ।

[सं. एल-20012/346/1990-आई आर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st February, 2013

S.O. 629.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/1991) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 14-02-2013.

[No. L-20012/346/1990-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A) OF I.D.ACT, 1947

Ref. No. 31 of 1991

Employers in relation to the management of Kusunda Colliery of M/s. B. C. C. L.

AND.

Their workmen

Present:- Sri Ranjan Kumar Saran, Presiding officer

Appearances :

For the Employers. : None

For the workman : None

State :- Jharkhand Industry:- Coal

Dated. 28th January, 2013

AWARD

By Order No.l-20012/346/1990-IR (C-I), dt.11-04-1991, the Central Government in the Ministry of labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal :

SCHEDULE

"Whether the management of M/s BCCL in relation to the Kusunda Colliery in Area No. VI is justified in denying the benefit of employment of dependent under para 9.4.1 & 9.4.3 of NCWA-III to Shri Kapileshwar Chatterjee Ex-Bill Clerk? If not to what relief he is entitled?"

2. After receipt of the reference, parties are noticed. They filed their claim statement. and rejoinder. The case of the workman is during his job under the management, he became ill and he was referred to dispensaries and was recovered and finally he became permanently disabled and his case referred to the Apex Medical Board and as such his dependant to get an employment. On the other hand the management in his counter says that the workman has not been permanently disabled. He does not have the certificate from Apex Medical Board of permanent disability and as such his dependant has been rightly denied the job.

3. The workman filed documents, examined himself. But from the side of management no one has been examined. Of course the management has cross examined the workman, The workman has failed to file document that he is unfit. The workman during his cross examination has stated the following lines which will decide the issue.

4. During the cross examination of WW-1 namely Sri Kapileshwer Chatterjee is stated that "I was never declared unfit nor fit by any doctor. It is a fact that my claim is unjustified and that, I am trying securing employment for my dependant after my retirement by dubious means".

5. This being the clear admission of the workman, he has no claim over the management nor he has any case before the Tribunal.

6. I hold that the management, denying the benefit of employment of dependent of Sri Kapileshwar Chatterjee Ex- Bill Clerk under para 9.4.1 and 9.4.3 is legal and justified and the workman is not entitled for any relief.

Hence the award is answered against the workman.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 फरवरी, 2013

का.आ. 630.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बी.सी. सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, धनबाद के पंचाट (संदर्भ संख्या 12/07) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-2013 को प्राप्त हुआ था ।

[सं. एल-20012/102/2006-आई आर (सीएम-I)
एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st February, 2013

S.O. 630.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/2007) of the Central Government Industrial Tribunal -cum-Labour Court No. 2, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 20-2-2013.

[No. L-20012/102/2006-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT : Shri KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 12 of 2007

PARTIES : Employers in relation to the management of Govindpur Area No. III of M/s. BCCL and their workman.

APPEARANCES :

On behalf of the workman : Mr. R. K. Prasad, Rep. of the workman.

On behalf of the management : Mr. U. N. Lal, Ld. Adv.

State : Jharkhand Industry : Coal

Dhanbad, the 21st January, 2013

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under the following dispute to this Tribunal for adjudication vide their order No. L-20012/102/2006-IR (CM-I) dated 1-03-2007.

SCHEDULE

"Whether the action of the management of Govindpur Colliery of M/s. BCCL in not providing dependant employment to Smt. Munia Devi, W/o Late Manoj Kumar Rajwar is justified and legal ? If not, to what relief is the dependant wife of the concerned workman entitled. ?"

2. The case of the sponsoring union for petitioner Smt. Munia Devi in brief is that Late Manoj Kumar Rajwar having I.Card No. 52, CMPF A/c No. KTS/16/576 was employed in Govindpur Colliery under Govindpur Area No. III ofM/s. BCCL. He died in harness on 1-2-1998. His service excerpt bears the names of his family members :petitioner wife Munia Devi, Mother Smt. Samia Kamin, two younger brothers Sanoj Kumar Rajwar and Rajendra Rajwar. After death of the workman, his only dependant wife Munia Devi, the petitioner, entitled to employment in his place on compassionate ground as per the relevant provision of the NCWA, has been illegally denied her employment, disregarding her repeated requests amounting to unbecoming of a fair management so much so the Industrial Dispute resulted in the reference for an adjudication.

Further pleading of the Union is that the mother of Late Manoj Kumar Rajwar was self-employed and his two aforesaid younger brothers had/have no objection as submitted to the management about the employment of his dependant wife petitioner. The denial of the management to the employment of the petitioner is unjustified and illegal.

3. The Union concerned in its rejoinder with categorical denials has stated that the management did not pay attention to the repeated representations of the petitioner Munia Devi for her employment as well as for payment of legal dues as per N.C.W.A. Employment as per N.C.W.A. is a service condition obtained by Argeement and it has no prescribed time limit, nor enforceable without natural agreement with the Union. There is no stipulation of time for such application. The management did not act over the application the claimant had submitted along with relevant documents.

4. Whereas the contra pleaded case of the management is that Manoj Rajwar was appointed on 12-6-1996, and died on 12-1-1998. The 2nd day of December, 1973 eas recored his date of birth (DOB) Petitioner Smt. Munia Devi had submitted her claim for her employment via her deceased husband as per NCWA at that point of time. The Union after eight years of the death of the concerned workman raised the Industrial Dispute before the A.L.C. (C), Dhanbad, in which the management submitted the details of Case No. GC/2006/724 dt. 27/30-3-2006. The Employment should have been claimed immediately, as the employment paper is required to be submitted within 18 months of the death of the concerned workman. The claim of the union for employment of the

petitioner is baseless and illegal, as it was not submitted within stipulated time so the action of the management is quite fair and reasonable in not providing an employment to the petitioner Munia Devi in lack of her any claim petition at required at time with supportive documents in proforma etc.

5. The management in its rejoinder full of categorical denial has pleaded that the family consists of wife and dependant children only. The claimant did not submit any claim as petition/application in prescribed format supported with valid documents for getting compassionate employment as per the provision of NCWA then prevalent. The present claim is incorrect, so not any relief is admissible to the claim at this stage as per policy of the Company.

FINDING WITH THE REASONING

6. In this case WWI Munia Devi, the petitioner herself, for the Union concerned and MWI Nagendra Yadav, Sr. Officer (Personnel), Govindpur Area for the management have been examined.

The statement of Munia Devi (WWI) reveals that her husband Late Manoj Kr. Rajwar, Miner Loader at Govindpur Colliery of M/s. Bharat Coking Coal Ltd, died on 1-2-1998 at Central Hospital, Dhanbad, while he was in service; he died issueless, but leaving her as the only legal married wife dependent upon him, so despite her best efforts and representation from the year 1998 to 2002 the proforma Application Form was not supplied to her for her employment, then she had applied on plain paper several times for her employment; thereafter when Proforma Application Form on the letter of the Union concerned was supplied, she applied on it along with all the relevant documents Certificates, Verification Form and Attestation Form duly filled with her photographs duly attested by Baghmara and the details of Family Members signed by Gram Panchyat, Mukhiya and others on 24-12-2005 for her employment, even then the management did not offer her any employment. Hence the reference was raised by the Union. Proving her applications dt. 20-2-1998, 21-9-1998, 17-3-1999, 18-10-2004 and 10-3-2003, firstly four under her LTI and lastly through Union represented to the Management through Certificates of posting as Ext. W.1 series, her own application for employment on prescribed form etc. under her RTI as Ext. W. 2 series, her application with Verification Roll and the photocopy of the death Certificate of her husband as Ext. W.3, and Family Certificate along with the Family Affidavit as Ext.W-4 series ,the petitioner had justified for her employment in place of her deceased husband in the colliery concerned. She (WWI) has denied her application in the year 2005 after the death of her husband and not having submitted the Form for her employment within 18 months from the death of her husband which amounted to the regret of the management in the year 2002.

7. Whereas according to MWI Nagendra Yadav, the Sr. Officer (Pers), Govindpur Area admittedly workman Late Manoj Kr. Rajwar died on 01-02-1998 but she did not apply for her employment in the year; the management submitted its reply dt. 13-03-2006 in the I.D. before the Conciliation Officer (Ext.M.1); Shri Gaya Singh, the Area Personnel Manager, Govindpur Area as per his letter dt. 27-3-07 (Ext.M.1/1) had submitted his comments in respect of the dispute which was raised by the Union in the year 2006 after eight years of the death of the workman. He (MWI) has to assert that even no application was filed by the petitioner at the time of industrial dispute nor she applied for it within time as per the provisions of NCWA and the policy of the Company, so her claim for employment was not correct. It is an admitted fact that the NCWA does not provide for the time limit for the application of the petitioner for her employment rather the Implementation Instruction concered does so.

8. Reply upon the Ruling :—(2007) 2 SSC (L & S) 951 (DB), Mohan Mahato Vs. Central Coalfield Ltd. Mr. R. K. Prasad, the Union Representative has submitted that the illiterate petitioner who is the dependent wife Late Manoj Kumar Rajwar, the Miner Loader at Govindpur Colliery had been representing all along as per Ext.W.1 series (in the year 1998, 1999, 2002 and 2003) for her employment in place of her husband after his death on 12-01-1998 (Ext.W.3); even on the supply of prescribed from, when she applied thereupon (Ext.W.2 series) duly before the management in the year 2005 for her employment on compassionate ground, she was not provided any employment by the management on the ground that her case was belated, which is contrary to the provision of NCWA-V. Further submitted on his behalf that compassionate appointment under the terms of binding settlement with workman as held in the aforesaid cited case is quite proper for those who fulfil conditions precedent thereunder have a right to obtain appointment on that score which emanated from the settlement itself; though the settlement did not provide any limitation period for applying for compassionate appointment, circular issued by the employer prescribing a limitation period with a power of relaxation should be strictly complied with and he read keeping in view of settlement that is the period of limiation should be reasonable. So the ratio-decidendi of the Hon'ble Apex Court applies to this case.

9. In response to it the contention of Mr. U. N. Lal, the Ld. Adv. for the management is that none of the application of the petitioner was received in the office of the management for her such employment and as per the statement of MWI Late workman Manoj Kumar Rajwar, M/Loader at Govindpur Colliery since 12-06-1996, expired on 01-02-1998, thereafter petitioner did not apply for employment but in the I.D. raised by the Union to that effect, the Project Officer had submitted his details

(Ext.M.1) and (Ext. M1/1) before the ALC(C), Dhanbad and the I.D. was raised in the year 2006 after eight years of the death of the workman, so as per the policy of the Company, i.e., the Management's letter dt. 6/24-1-2004 to the concerned authorities that 'no application for dependant employment will be entertained after eighteen months from the date of death or disablement, as such the action of the management concerned towards the petitioner as per the provisions of NCWA read with the aforesaid Company's policy is alleged to be legal and justified.

10. In the instant case on the consideration of materials of both the parties as adduced before me, the very admission of the petitioner that all her letters/ applications have been prepared by her Union Leader Netaji affirms none of her applications through Certificate of Posting nor her application on the precribed form with its enclosure dt. 24-12-2005 (Ext.W.2 series) has any proof of its receipt in the office of the management at the relevant time; likewise, the Institution of the Reference Case/I.D. in the year 2006 after eight years of the death of her husband prima facie appears to be beyond the reasonable time in accordance with the policy of the Company dt. and NCWA-X concerned but the NCWA-V admittedly provides for no limitation for the employment of such dependant, though it should be reasonable as held by the Hon'ble Apex Court in the aforesaid case of Mohan Mahato Vs. C.C.L. & others as cited above. The NCWA-V under clause 9.3.2. provides for the employment to one dependant of the workman dying in harness read with clause 9.5.0 in case of the female dependant subject to her age limits as under its clause 9.3.4. Under these circumstances it stand quite evident that the management was not justified in denial to the appointment of the petitioner on compassionate ground on the ground of limitation or her non-application on the prescribed form. Therefore, it is awarded as such ;—

The action of the management of Govindpur Colliery of M/s BCCL in not providing dependant employment to Smt. Munia Devi, W/o Late Manoj Kumar Rajwar is unjustified and illegal. The dependant wife of the concerned workman is entitled to her employment on compassionate ground in place of her deceased husband.

The management is directed to implement the Award within two months from the date of its receipt following its publication in the Gazette of India. Let a copy of the Award be forwarded to the Ministry of Labour, Government of India, New Delhi for information and needful.

KISHORI RAM, Presiding Officer

नई दिल्ली, 21 फरवरी, 2013

का.आ. 631.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम मंत्रालय-2, धनबाद के पंचाट (संदर्भ संख्या 13/11) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-2013 को प्राप्त हुआ था ।

[सं. एल-20012/46/2010-आई आर (सीएम-I)]
एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st February, 2013

S.O. 631.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2011) of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 20-2-2013.

[No. L-20012/46/2010-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT : Shri KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 13 of 2011

PARTIES : Employers in relation to the management of Bastacolla Area of M/s. BCCL and their workmen.

APPEARANCES :

On behalf of the workman : None

On behalf of the management : Mr. D. K. Verma, Ld. Adv.

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 21st January, 2013

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012/46/2010-IR (CM-I), dated 29-03-2011.

SCHEDULE

"Whether the action of the management of Kuiya Colliery M/s BCCL in dismissing Sri Raj Kishor Rajwar, M/Loader for the services of the Company

vide order dated 6/8-10-2005 is justified and fair. To what relief the concerned workman is entitled to ?"

2. Neither Representative for Union Bihar Colliery Kamgar Union, Jharnapara, Hirapur, Dhanbad (Jharkhand) nor workman Raj Kishor Rajwar appeared nor any written statement on his behalf filed despite four Regd. notices to the Secretary of the said Union. Mr. D. K. Verma, the Ld. Advocate for the management of Bastacolla Area of M/s BCCL is present.

Perused the case record. I find that the case has all along been pending for filing written statement on behalf of the Representative Union/workman, for which four Regd. notices dt. 3-4-2011, 31-10-2011, 6-2-2011 and 21-3-2012 were issued to the aforesaid union on its address noted in the Reference Case, even then neither the Union nor the workman appeared nor any written statement of the workman filed till now. The conduct of the Union as well as of the workman in this case, which is related to an issue of the dismissal of the workman appears to be disinterestedness in pursuing the case.

Under these circumstances, no industrial dispute prime facie exists. Hence, the case is closed and accordingly, an Award of no I. D. is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 21 फरवरी, 2013

का.आ. 632.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बी.सी. सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम मंत्रालय-2, धनबाद के पंचाट (संदर्भ संख्या 21/11) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-2013 को प्राप्त हुआ था ।

[सं. एल-20012/118/2010-आई आर (सीएम-I)
एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st February, 2013

S.O. 632.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2011) of the Central Government Industrial Tribunal -cum-Labour Court No. 2, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 20-2-2013.

[No. L-20012/118/2010-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT : Shri KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 21 of 2011

PARTIES : Employers in relation to the management of Lodna Area M/s. BCCL and their workman.

APPEARANCES :

On behalf of the workman : Mr. R. R. Ram
Rep. of Union

On behalf of the management : Mr. D. K. Verma,
Ld. Adv.

State : Jharkhand

Industry : Coal

Dhanbad, the 14th January, 2013

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012/118/2010-IR (CM-I), dated 28-07-2011

SCHEDULE

"Whether the action of the management of Bararee Colliery of M/s BCCL in dismissing Sri Ramjanam Dome, Ex-Sweeper from the services of the Company is justified and fair. To what relief the concerned workman is entitled to ?"

2. Neither any representative for Bahujan Mazdoor Union nor workman Ramjanam Dome, Ex-Sweeper appeared nor written statement on his behalf filed despite four Regd. notices issued to the aforesaid Union on its addresses noted in the Reference Mr. D. K. Verma, the Ld. Advocate for the management is present.

Perused the case record, it appears to be related to an issue about the dismissal of the workman from the service of the Company. But the conduct of the workman and that of Mr. R. R. Ram the Union Representative shows none of them is interested in pursuing the case for final adjudication. Under these circumstances, the case is closed and accordingly, an Award of no industrial dispute existent is passed accordingly.

KISHORI RAM, Presiding Officer

नई दिल्ली, 21 फरवरी, 2013

का.आ. 633.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 228/11) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-2013 को प्राप्त हुआ था ।

[सं. एल-11012/50/2002-आई आर (सी-I)]
एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st February, 2013

S.O. 633.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 228/11) of the Central Government Industrial Tribunal -cum-Labour Court No.1, Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Air India and their workman, which was received by the Central Government on 20-2-2013.

[No. L-11012/50/2002-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

I. D. No. 228/2011

Shri Naresh Kumar Bagri
S/o Sh.Babu Lal,
3, Atur Rehman Lane,
Civil Line, New Delhi-54

...Workman

Versus

The General Manager,
M/s. Air India Ltd.,
5th Floor, Barakhamba Road,
New Delhi-110001

.... Management

AWARD

A handyman (safai) in catering/cabin services was appointed by Air India (in short the Airlines) on 30-11-1992. His services were confirmed on 1-06-1993. Immediately after confirmation of his services, the handyman started remaining absent from his duties. Vide letter dated 24-01-1994, his explanation was called since he remained absent for 42 days during the period June 1993 to November 1993. Since he was irregular in attending to his duties during the period 01.02.1995 to 28.02.1995, he was advised to improve his attendance vide letter dated 07.03.1995. He opted not to improve his attendance and absented himself for a period of 125 days during the period April 1996 to March 1997. He was charge sheeted and punishment of stoppage of annual increment for a period of one year was awarded vide order dated 26-08-97.

2. Despite award of punishment, the handyman did not improve and continued to remain absent from duties frequently. He was again found absenting for 326 days during the period April 1997 to November 1998. Charge sheet dated 29-12-1998 was served. He submitted his reply on 6-01-1999 wherein he expressed regret for his absence from duties. An enquiry was constituted. He admitted charges before the Enquiry Committee. Enquiry Committee recorded findings against him. Disciplinary Authority agreed with the findings and served notice calling upon him to explain as to why punishment of dismissal from service should not be awarded to him. He submitted his reply dated 24-05-1999. On consideration of his reply, punishment of 'dismissal from service' was awarded to him, vide order dated 16-07-1999. Aggrieved by the said order, he raised a demand for reinstatement, which was not conceded to. Ultimately he raised an industrial dispute before the Conciliation officer. Since the Airlines contested his claim, conciliation proceedings ended into a failure. On consideration of report submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order L-11012/50/2002-IR (C I). New Delhi dated 10-3-2003 with following terms :

> "Whether the action of the management in imposing the punishment of dismissal from service on Shri Naresh Kumar Bagri, ex-Handyman vide order dated 16-07-1999 is justified? If not, to what relief is the workman entitled?"

3. Claim statement was filed by the Handyman (Safai), namely, Shri, Naresh Kumar Bagri, pleading that he was employed by the Airlines on 30-11-1992. His services were confirmed on 06-01-1993. The Airlines is an industrial establishment and governed by provisions of Industrial Employment (Standing Orders) Act, 1946. His service conditions are covered by Certified Standing Orders. He projects that whenever, he sought leave for absence from duties, either he informed his superiors in advance or submitted proper leave application alongwith medical certificates. His leaves were sanctioned by the Airlines. However, any leave, availed by him without sanction from the authorities would attract only minor penalty. With mala fide intention, the Airlines served charge sheet on him and constituted domestic enquiry. He was kept in dark and

procedure of enquiry was not explained to him. Enquiry conducted was not fair. Reasonable opportunity of being heard was denied to him. He was also kept in dark as to his right of having legal assistance. Enquiry was conducted in English and his signatures were obtained on the proceedings. He remained ignorant of his rights during enquiry proceedings. Abruptly, he was informed that his services have been dismissed. Order of dismissal is illegal. Only minor penalty could be imposed on him for his absence from duties. He presents that order of dismissal from service may be set aside, reinstating him in service with continuity and full back wages.

4. Claim was demurred by the Airlines pleading that after confirmation in service, claimant started absenting himself from his duties. He remained absent for a total period of 14 days from June to November 1993. His explanation was called on 24-01-94. He was again found irregular for period from 01-02-1995 to 28-02-1995, hence advised vide letter dated 17-03-1995 to improve his attendance, failing which disciplinary action would be initiated against him. Despite warning served, he again absented himself from his duties for a period of 15 days from April 1996 to March 1997. Charge sheet dated 25-07-1997 was served upon him. After enquiry, punishment of stoppage of annual increment for a period of one year was awarded to him vide order dated 26-08-1997. He showed total disregard to his duties and again absented himself for a period of 326 days from April 1997 to November 1998. Charge sheet dated 29-12-1998 was served upon him. His reply dated 01-06-1999 was not found satisfactory. Enquiry Committee was constituted vide order dated 12-01-1999 to enquire into charges levelled against him. He appeared before the Enquiry Committee and told that he did not wish to engage a defence counsel. He ultimately admitted the charges before the Enquiry Committee. However, in abundant caution, Enquiry committee examined the witness and gave opportunity to the claimant to cross-examine him. He opted not to produce any witness in his defence. Full opportunity was given to defend himself. Enquiry Committee submitted its report to the Disciplinary Authority, who forwarded a copy of it to the claimant calling upon him to explain as to why punishment of dismissal from service should not be awarded to him. Claimant submitted his reply dated 24-05-99. On consideration of reply and his past record, the Competent Authority awarded punishment of dismissal from service. Approval application was moved before the National Industrial Tribunal, Mumbai under Section 33(2)(b) of the Industrial Disputes Act, 1947(in short the Act). Vide award dated 11-03-2004, Tribunal approved order of his dismissal. The Airlines projects that in view of these facts, claimant cannot urge that punishment of dismissal from service was uncalled for. The Airlines presents that there was inordinate delay in raising the reference. Claimant is not entitled to any relief. His claim may be dismissed, being devoid of merits, pleads the Airlines.

5. In rejoinder, claimant reiterated facts pleaded in the claim statement.

6. On pleadings of the parties, following issues were settled my learned predecessor:

(i) As in terms of reference.

(ii) Relief.

7. Vide order dated 29-08-2011, following preliminary issue was settled:

(a) Whether enquiry conducted by the Airlines was proper and fair?

8. Vide order No.Z-22019/6/2007-IR(C-II), New Delhi dated 30-03-2011, case was transferred to this Tribunal for adjudication by the appropriate Government.

9. Claimant absented himself from putting in appearance before this Tribunal on 4-10-2011, 21-11-2011 and 7-12-2011. Matter was proceeded under rule 22 of Industrial Disputes (Central) Rules, 1957 and affidavit of Shri K.S. Verma was taken over the record as evidence on behalf of the Airlines. Evidence of the claimant was closed on the preliminary issue.

10. On consideration of the facts unfolded by Shri Verma in his affidavit dated 21-11-2011 and record of enquiry, this Tribunal concluded that the enquiry conducted against the claimant was fair and proper, vide its order dated 7-12-2011. Preliminary issue was answered in favour of the Airlines and against the claimant.

11. Arguments were heard at the bar. Claimant advanced arguments in person. Shri V.P. Gaur, authorized representative, presented facts on behalf of the Airlines. I have given my careful considerations to arguments advanced at the bar and cautiously perused the record. My findings on remaining issues involved in the controversy are as follows.

Issue No.1

12. Prior to introduction of Section 11A of the Act, adjudicatory powers of the Tribunal were articulated in Buckingham & Carnatak Company [1951 (2) LLJ 814]. Four standards were delineated by the Labour Appellate Tribunal in the above case to render managerial right of taking disciplinary action vulnerable, namely, (i) where there is a want of bonafides or (ii) when it is a case of victimization or unfair labour practice or violation of the principles of natural justice, or (iii) when there is basic error of facts, or (iv) when there has been a perverse finding on the materials. This articulation was adopted by the Apex Court with slight modification in Indian Iron and Steel Company Limited [1958

(1) LLJ 260], without any acknowledgement to the precedent in Buckingham & Carnatic case (supra), wherein it was ruled that the power of the management to direct its own internal administration and discipline was not unlimited and liable to be interfered with by industrial adjudication when a dispute arises to see whether termination of services of a workman is justified and to give appropriate relief. However, it was announced that the jurisdiction of an Industrial Tribunal to interfere with the managerial prerogative of taking disciplinary action is not of appellate nature as the legislature has not chosen to confer, such jurisdiction upon it. Hence Tribunal could not substitute its own judgement for that of the management. The Court laid down that in the following circumstances an industrial adjudicator can interfere with the disciplinary action taken by the employer: (1) when there is want of good faith, (2) when there was victimization or unfair labour practice, (3) when the management had been guilty of a basic error or violation of the principles of natural justice, or (4) when on the materials, the finding was completely baseless or perverse.

13. Enunciation (1) and (2), referred above, are addressed to the bonafides of the employer in initiating the action and inflicting the punishment, while postulates (3) and (4) are addressed to domestic enquiry. Therefore, an employer is required to act bonafide in initiating disciplinary action as well as in inflicting the punishment. In initiating the action, the alleged act of misconduct should not be a ruse for something else, such as the trade union activities of the workman or employers dislike of him for some personal reasons. The action should not be motivated by vindictiveness or ulterior purpose, so as to smack for victimization or unfair labour practice. Likewise in the matter of inflicting punishment, the employer should act fairly. In case punishment awarded is so shockingly disproportionate to the act of the misconduct, as no reasonable man would ever impose that itself may lead to an inference of malafides, victimization or unfair labour practice. In holding enquiry, the Enquiry Officer must comply with the rules of natural justice. He must not be a biased person and give reasonable opportunity to both sides for being heard. His findings should not be baseless or perverse.

14. In Ramswarth Sinha (1954 L.A.C. 697) the Labour Appellate Tribunal recognized the right of the management to ask for permission to adduce evidence before the Tribunal to justify its action in a "no enquiry" case. Following that proposition the Apex Court equated the cases of "defective enquiry" with "no enquiry" cases and ruled that in either cases, the tribunal have jurisdiction to go into the merits of the case on the basis of evidence adduced before it by the parties. Reference can be made to the precedent in Motipur Sugar Factory Pvt. Ltd. [1965 (2) LLJ 162] where the employer had held no enquiry at all before the dismissal and, therefore, adduced evidence to justify its action before the Tribunal, which decision was upheld. The Apex Court discarded the plea on behalf of the workman that since no enquiry at all had been held by the employer, it had no right to adduce evidence to justify its stand before the Tribunal. In Ritz Theatre [1962 (II) LLJ 498] it was ruled by the Supreme Court that the Tribunal would be justified to go to the merits of the case and decide for itself on the basis of the evidence adduced whether the charges have indeed been made out. It announced that it would neither be fair to the management nor fair to the workman himself in such a case that the Tribunal should refuse to take the evidence and thereby drive the management to pass through the whole process of holding the enquiry all over again. Reference can also be made to the precedent in Bharat Sugar Mills Ltd. [1961 (11) LLJ 644].

15. In Delhi Cloth and General Mills Company [1972 (1) LLJ 180], Apex Court considered the catena of decisions over the subject and laid down the following principles:

"(1) If no domestic enquiry had been held by the management, or if the management makes it clear that it does not rely upon any domestic enquiry that may have been held by it, it is entitled to straightaway adduce evidence before the Tribunal justifying its action. The Tribunal is bound to consider that evidence so adduced before it, on merits, and give a decision thereon. In such a case, it is not necessary for the Tribunal to consider the validity of the domestic enquiry as the employer himself does not rely on it.

(2) If a domestic enquiry had been held, it is open to the management to rely upon the domestic enquiry held by it, in the first instance, and alternatively and without prejudice to its plea that the enquiry is proper and binding, simultaneously adduce additional evidence before the Tribunal justifying its action. In such a case no inference can be drawn, without anything more, that the management has given up the enquiry conducted by it.

(3) When the management relies on the enquiry conducted by it, and also simultaneously adduces evidence before the Tribunal, without prejudice to its plea that the enquiry proceedings are proper, it is the duty of the Tribunal, in the first instance, to consider whether the enquiry proceedings conducted by the management, are valid and proper. If the Tribunal is satisfied that the enquiry proceedings have been held properly and are valid, the question of considering the evidence adduced before it on merits, no longer survives. It is only when the holds that the enquiry proceedings have not been properly held, that it derives jurisdiction to

deal with the merits of the dispute and in such a case it has to consider the evidence adduced before it by the management and decide the matter on the basis of such evidence.

(4) When the domestic enquiry has been held by the management and the management relies on the same, it is open to the latter to request the Tribunal to try the validity of the domestic enquiry as a preliminary issue and also ask for an opportunity to adduce evidence before the Tribunal, if the finding on the preliminary issue is against the management. However, elaborate and cumbersome the procedure may be, under such circumstances, it is open to the Tribunal to deal, in the first instance, as a preliminary issue the validity of the domestic enquiry. If its finding on the preliminary issue is in favour of the management, then no additional evidence need be cited by the management. But, if the finding on the preliminary issue is against the management, the Tribunal will have to give the employer an opportunity to cite additional evidence and also give a similar opportunity to the employee to lead evidence contra, as the request to adduce evidence had been made by the management to the Tribunal during the course of the proceedings and before the trial has come to an end. When the preliminary issue is decided against the management and the latter leads evidence before the Tribunal, the position, under such circumstances, will be, that the management is deprived of the benefit of having the finding of the domestic tribunal being accepted as prima facie proof of the alleged misconduct. On the other hand, the management will have to prove, by adducing proper evidence, that the workman is guilty of misconduct and that the action taken by it is proper. It will not be just and fair either to the management or to the workman that the Tribunal should refuse to take evidence and thereby ask the management to take a further application, after holding a proper enquiry, and deprive the workman of the benefit of the Tribunal itself being satisfied, on evidence adduced before it, that he was or was not guilty of the alleged misconduct.

(5) The management has got a right to attempt to sustain its order by adducing independent evidence before the Tribunal. But the management should avail itself of the said opportunity by making a suitable request to the Tribunal before the proceedings are closed. If no such opportunity has been available of, or asked for by the management, before the proceedings are closed, the employer can make no grievance that the Tribunal did not provide such an opportunity. The Tribunal will have before it only the enquiry proceedings and it has to decide whether the proceedings have been held properly and the findings recorded therein are also proper.

(6) If the emplover relies only on the domestic enquiry and does not simultaneously lead additional evidence or ask for an opportunity during the pendency of the proceedings to adduce such evidence, the duty of the Tribunal is only to consider the validity of the domestic enquiry as well as the finding recorded therein and decide the matter. If the Tribunal decides that the domestic enquiry has not been held properly, it is not its function to invite suo moto the employer to adduce evidence before it to justify the action taken by it.

(7) The above principles apply to the proceedings before the Tribunal, which have come before it either on a reference under Section 10 or by way of an application under Section 33 of the Act.

16. Keeping in view the proposition laid by the Apex Court in Delhi Cloth and General Mills Company (supra), the Parliament inserted section 11-A in the Act, which came into force w.e.f. 15th of December, 1971. In the statement of objects and reasons for inserting section 11-A, it was stated :

"In Indian Iron and Steel Company Limited and Anotber Vs. Their Workmen (AIR 1958 S.C. 130 at p.138), the Supreme Court, while considering the Tribunal's power to interfere with the management's decision to dismiss, discharge or terminate the services of a workman, has observed that in case of dismissal on misconduct, the Tribunal does not act as a court of appeal and substitute its own judgment for that of the management and that the Tribunal will interfere only when there is want of good faith, victimization, unfair labour practice, etc., on the part of the management.

2. The International Labour Organisation, in its recommendation (No.119) concerning 'Termination of employment at the initiative of the employer' adopted in June 1963, has recommended that a worker aggrieved by the termination of his employment should be entitled to appeal against the termination among others, to a neutral body such as an arbitrator, a court, an arbitration committee or a similar body and that the neutral body concerned should be empowered to examine the reasons given in the termination of employment and the other circumstances relating to the case and to render a decision on the justification of the termination. The International Labour Organisation has further recommended that the neutral body should be empowered (if it finds that the termination of employment was unjustified) to order that the worker

concerned, unless reinstated with unpaid wages, should be paid adequate compensation or afforded some other relief.

3. In accordance with these recommendations, it is considered that the Tribunal's power in an adjudication proceeding relating to discharge or dismissal of a workman should not be limited and that the tribunal should have the power, in cases wherever necessary to set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit or give such other reliefs to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require. For this purpose, a new Section 11-A is proposed to be inserted in the Industrial Disputes Act, 1947.....".

17. After insertion of section 11-A, the Apex Court summed up the law in the case of Firestone Tyre and Rubber Company [1973 (1) LLJ 278] in the following propositions:

"(1) The right to take disciplinary action and to decide upon the quantum of punishment are mainly managerial functions, but if a dispute is referred to a Tribunal. the latter has power to see if action of the employer is justified.

(2) Before imposing the punishment as employer is expected to conduct a proper enquiry in accordance with the provisions of the Standing Orders. if applicable, and principles of natural justice. The enquiry should not be an empty formality.

(3) When a proper enquiry has been held by an employer, and the finding of misconduct is a plausible conclusion flowing from the evidence, adduced at the said enquiry the Tribunal has no jurisdiction to sit in judgement over the decision of the employer as an appellate body. The interference with the decision of the employer will be justified only when the findings arrived at in the enquiry are perverse or the management is guilty of victimization, unfair labour practice or mala fide.

(4) Even if no enquiry has been held by an employer or if the enquiry held by him is found to be defective, the Tribunal in order to satisfy itself about the legality and validity of the order, had to give an opportunity to the employer and employee to adduce evidence before it. It is open to the employer to adduce evidence for the first time justifying his action, and it is open to the employee to adduce evidence contra.

(5) The effect of an employer not holding an enquiry is that the Tribunal would not have to consider only whether there was a prima facie case. On the other hand the issue about the merits of the impugned order of dismissal or discharge is at large before the Tribunal and the latter, on the evidence adduced before it, has to decide for itself whether the misconduct alleged is proved. In such cases, the point about the exercise of managerial functions does not arise at all. A case of defective enquiry stands on the same footing as no enquiry.

(6) The Tribunal gets jurisdiction to consider the evidence placed before it for the first time in justification of the action taken only, if no enquiry has been held or after the enquiry conducted by an employer is found to be defective.

(7) It has never been recognized that the Tribunal should straightaway, without anything more direct reinstatement of a dismissed or discharged employee, once it is found that no domestic enquiry has been held or the said enquiry is found to be defective.

(8) An employer, who wants to avail himself of the opportunity of adducing evidence for the first time before the Tribunal to justify his action, should ask for it at the appropriate stage. If such an opportunity is asked for, the Tribunal has no power to refuse. The giving of an opportunity to an employer to adduce evidence for the first time before the Tribunal is in the interest of both the management and the employee and to enable the Tribunal itself to be satisfied about the alleged misconduct.

(9) Once the misconduct is proved either in the enquiry conducted by an employer or by the evidence placed before a Tribunal for the first time, punishment imposed cannot, be interfered with by the Tribunal except in cases where the punishment is so harsh as to suggest victimization.

(10) In a particular case, after setting aside the order of dismissal, whether a workman should be reinstated or paid compensation is, as held by this Court in The Management of Panitole Tea Estate Vs. The workmen, within the judicial decision of a Labour Court or Tribunal".

18. Jurisdiction to interfere with the punishment is also not confined to the case where punishment is shockingly disproportionate to the act of the mis-conduct. The Tribunal has power of substituting its own measure of punishment in place of managerial wisdom : Change in legal position, post introduction of section 11A of the Act has been effectively summarized in the case of Ambassador Sky Chef (1996 Lab. I.C. 299) wherein High Court of Bombay observed that the section gives specifically two fold powers to an industrial adjudicator: firstly, it is a virtual power of

appeal against the findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and conclusion on facts, and secondly, and far more important, it is the power of re-appraisal of quantum of punishment. Now no restriction lies on an industrial adjudicator to interfere with the enquiry only on four grounds, referred above. However, wide discretionary powers with the adjudicator are to be exercised in judicial and judicious manner before it interferes with the order of mis-conduct or punishment.

19. With this prelude in mind, now I would turn to facts of the present controversy. As record projects, charge-sheet dated 29-12-1998 was served, wherein it is detailed that the claimant remained absent without proper permission/intimation for 326 days during the year 1997-98, as per details mentioned herein under :

Month/year	Details	No. of Days
April' 97	7, 8, 17, 21, 23, 24, 25, 28, 30	09
May' 97	1 to 6, 8, 9, 14, 16, 19, 21, 22, 26 to 31	19
June' 97	1 to 14, 17, 18, 19	17
July' 97	16, 23, 30	03
August' 97	14, 19, 20, 21, 26	05
Sept.' 97	1, 2, 3, 7 to 11, 16, 23, 24, 25, 28, 29, 30	15
October' 97	1, 2, 7, 8, 13, 14, 19 to 23, 28 to 30	14
November' 97	1 to 15, 24, 26 to 30	21
December' 97	1 to 4, 6 to 15, 24, 30, 31	17
January' 98	17, 22, 23, 27 to 30	7
February' 98	3 to 15, 20, 22, 27, 28	17
March' 98	1 to 18, 20, 22-27	25
April' 98	19, 26, 27, 28, 29, 30	6
May' 98	1, 2, 7-26, 29, 30, 31	25
June' 98	1, 5-8, 13-19, 21-30	22
July' 98	1-31	31
August' 98	1-20	20
Sept.' 98	5, 11, 17, 25, 27-30	8
October' 98	1-31	31
Nov.' 98	1-19, 23, 27-30	24
	TOTAL	326

Charge sheet highlights that the claimant was advised about his unsatisfactory attendance vide letters mentioned below, but till the date of issuance of charge sheet no improvement in his attendance was noticed in spite of his assurance dated 13-08-1998.

(i) Letter No. DIS/33/1334 dated 20-11-1997

(ii) Letter No. DIS/33/1395 dated 03-12-1997

(iii) Letter No. DIS/33/717 dated 06-08-1998

(iv) Letter No. DIS/33/1128 dated 20-11-1998

(v) Letter No. : DIS/33/124 dated 20-11-1998

The claimant was reminded that above acts on his part, if proved, constitutes misconduct under Clause No.19(2)(VI) of certified standing orders, which coins misconduct as 'Absence without leave'.

20. The Enquiry Officer, in the light of the evidence put forward by the Airlines, ocular as well as documentary and on consideration of circumstances of the case, concluded that the charges against the claimant stood proved. When preliminary issue was addressed to for adjudication, aspects relating to bonafides of the Airlines in initiating the domestic enquiry were considered. It was taken into account as to whether the charges is specific and clear. Care was taken to see as to whether the Enquiry Officer followed principles of natural justice and gave reasonable opportunity to the claimant to defend himself. It was also considered as to whether the enquiry report was in consonance with the evidence produced or perverse. At the cost of repetition, it is announced that the Airlines acted bonafide and there had been no violations of principles of natural justice, in conduct of the domestic enquiry.

21. Punishment of dismissal from service was awarded to the claimant. Question for consideration comes as to whether there are any justifications for punishment of dismissal from service ? Right of an employer to inflict punishment of discharge or dismissal is not unfettered. The punishment imposed must commensurate with gravity of the misconduct, proved against the delinquent workman. Prior to enactment of section 11-A of the Act, it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too severe and was not commensurate with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. Apex Court, in this connection, had, however, laid down in Bengal Bhatdee Coal Company [1963(1) LLJ 291] that where order of punishment was shockingly disproportionate with the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by

enacting the provisions of section 11-A of the Act, the Legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct, in cases of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to imposed certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

22. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record, or is such as no reasonable employer would ever impose in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in Hind Construction and Engineering Company Labour [1965 (1) LLJ 462]. Likewise in Management of the Federation of Indian Chambers of Commerce and Industry [1971 (II) LLJ 630] the Apex Court ruled that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In Ram Kishan [1996 (1) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled therein, "when abusive language is used by any body against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudicating whether the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts".

23. In B.M.Patil [1996 (11) LLJ 536], Justice Mohan Kumar of Karnatka High court observed that in exercise of discretion, the disciplinary authority should not act like a robot and justice should be moulded with humanism and understanding. It was assess each case on its own merit and each set of fact should be decided with reference to the evidence recording the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity to commit the misconduct and to assess the quantum of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50p to the employer by irregular sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of misconduct.

24. After insertion of section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer commensurate with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge or dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. Reference can be made to a precedent in Sanatak Singh (1984 Lab. I.C.817). The discretion to award punishment lesser than the punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the decree of the guilt of the workman. Reference can be made to the precedent in Kachraji Motiji Parmar [1994 (II) LLJ 332]. Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge of dismissal is not justified. On facts and in the circumstances of a case, Section 11A of the Act specifically gives two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

25. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lesser punishment is not untrameled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency committed by the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Furthermore, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can upset the punishment imposed by the employer. The

quantum of punishment cannot be interfered with without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of grave misconduct like cheating, fraud, misappropriation of employers fund, theft of public property etc. A reference cannot be made to the precedent in Bhagirath Mal Rainwa [1995 (1) LLJ 960].

26. An employee is under an obligation not to absent himself from work without good cause. Absence without leave is misconduct in industrial employment, warranting disciplinary punishment. Habitual absence from duty without leave has been made a misconduct under Model Standing Orders, framed under Industrial Employment Standing Orders Act, 1946. Likewise, industrial employers also include "absence from duty", without leave in the list of misconduct in their standing orders. Sanction of leave can be a significant defence to misconduct of absence without leave. No employee can claim leave of absence as a matter of right and remaining absent without leave will constitute violation of discipline. The fact that the claimant was continuously absent from work without leave, on account of his detention in jail for an offence, will not give an immunity to the claimant and the employer will be justified in discharging him from services, announces the Apex Court in Burn & Company, [1959 (1) L.L.J. 450].

27. In Indian Iron and Steel Company Ltd. [1958 (1) L.L.J.260] the Apex Court was confronted with a proposition as to whether provisions in the standing orders authorizing the employer to terminate services of its employee on account of absence without leave was an inflexible rule. In that matter seven workmen were absent without leave for 14 consecutive days, as they were in police custody. During police custody they applied for leave which were refused by the company and services of the workmen were terminated under relevant standing order for remaining absent without leave. The Industrial Tribunal took a view that the relevant standing order was not an inflexible rule and mere application for leave was sufficient to arrest the operation of the standing order. In appeal, though the Labour Appellate Tribunal did not maintain the award of the Tribunal on that count, yet it held that in view of the circumstances that the workmen were in custody, the company was not justified in refusing leave. When the matter reached the Apex Court, it set aside the order of the Labour Appellate Tribunal, relying its precedent in Burn & Company Ltd. (supra) and ruled thus :-

> "It is true that the arrested men were not in a position to come to their work, because they had been arrested by the police. This may be unfortunate for them, but it would be unjust to hold that in such circumstances the company must always give leave when an application for leave is made. If a large number of workmen are arrested by the authorities in charge of law and order by raising of their questionable activities in connection with a labour dispute (as in this case), the work of the company will be paralysed if the Company is forced to give leave to all of them for more or less indefinite period. Such a principle will not be just, nor will it restore harmony between labour and capital or ensure normal flow of production. It is immaterial whether the charges on which the workmen are arrested by the police are ultimately proved or not in a court of law. The company must carry on its work and may find it impossible to do so if a large number of workmen are absent. Whether in such circumstances leave should be granted or not must be left to the discretion of the employer. It may be rightly accepted that if the workmen are arrested at the instance of the company for the purpose of victimization and in order to get rid of them on the ostensible pretext of continued absence, the position will be different. It will then be a colorable or malafide exercise of power under the relevant standing order, that however, is not the case here."

28. Defence open to an employee, against charge of absence without leave, is that the absence was on account of circumstances beyond his control. For instance, where absence of a workman was on account of his sudden or serious illness or serious illness of a relation that would be an extenuating circumstance which the employer will have to take into consideration. However, if a workman feigns sickness in order to avoid duty by producing a false medical certificate, this would itself be a serious act of misconduct. In Tata Engineering and Locomotive Company Ltd., [1990 (1) LLJ 403] the Patna High Court was addressed to a proposition where workman absented himself without leave or permission for a considerable period. After about 20 days of his absence, a memo and charge sheet was issued, notifying that a domestic enquiry would be held in the matter. The workman failed to appear in a domestic enquiry and the Enquiry Officer conducted the proceedings exparte. On consideration of the report of the Enquiry Officer, the Disciplinary Authority discharged him from service. Later on workman informed the management that he was arrested by the police in connection with a murder case and requested to allow him to join duty. On refusal, an industrial dispute was raised. A High Court placed reliance on the precedent in Indian Iron & Steel Company (supra) and Burn & Company (supra) and ruled that the discharge of the workman was valid and justified for continuous absence without permission or leave.

29. Absence without leave constitutes a misconduct justifying disciplinary action against the delinquent workman. Punishment can only be imposed either by complying with the procedure prescribed by the standing orders of the establishment, if any, or the rules of natural justice. Normally punishment should be inflicted after the workman has been found guilty of the misconduct, after

holding a domestic enquiry. Reference can be made to Mufatlal Narain Dass Barot [1966 (1) LLJ 437] and Kalika Prasad Srivastava (1987 Lab. I.C.307). Quantum of punishment in case of misconduct for absence from duty without leave would depend upon the facts of each case. In order to justify the extreme penalty of discharge or dismissal, it is to be proved that the workman remained absent without leave for an inordinate long period. In Bokaro Steel Plant, Steel Authority of India Ltd. (2007 L.L.R 238) removal of workman from service who remained unauthorisedly absent for a period of three months was held to be justified. In Sushil Kumar (2007 L.L.R. 45) it was ruled that absence, which is continuous for a long period, amounts to serious misconduct to justify dismissal from service. In Borman (2003 L.L.R 364) 62 days absence of workman was held to be justified for his dismissal from service.

30. Here in the case the claimant absented from his duties for a long period, without any intimation. It was not for the first time. In past too, he absented himself for 42 days for which he was cautioned to improve his conduct. He again absented for a period of 125 days. Since he had admitted his guilt, no enquiry was conducted. He was awarded punishment of stoppage of annual increment for a period of one year vide order dated 26-08-97. However he still did not mend his ways. He again absented for a period of more than 326 days, without any intimation. Thus it is clear that he is habitual in absenting himself from his duties. These facts justify action of the Airlines in award of punishment of dismissal to the claimant. Therefore, one cannot attribute illegality or unjustifiability to the action of the Airlines. The issue is, therefore, answered in favour of the Airlines and against the claimant.

Relief.

31. In view of the foregoing discussion it is evident that dismissal of the claimant from services on account of his frequent unauthorized absence is found to be in consonance with law and principles of natural justice. The claimant is not entitled to any relief. His claim statement is liable to be discarded, being devoid of merits. Consequently his claim statement is discarded. An award is, accordingly, passed in favour of the Airlines. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated: 31-01-2013

नई दिल्ली, 22 फरवरी, 2013

का.आ. 634.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. एल. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम मंत्रालय संख्या-1, नई दिल्ली के पंचाट (संदर्भ संख्या 158/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था।

[सं. एल-42012/78/2002-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 634.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 158/2011) of the Central Government Industrial Tribunal -cum-Labour Court No1, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of Bharat Leather Corporation Limited, and their workman, which was received by the Central Government on 22-02-2013.

[No. L-42012/78/2002-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, KARKARDOOMA COURTS COMPLEX, DELHI

I. D. No. 158/2011

Shri Rajesh Kumar
C-2, Sudarshan Park,
Moti Nagar,
New Delhi -110015

...Workman

Versus

1. The Emporium Incharge,
Bharat Leather Corporation Limited,
Regional Sales Office, E-1,
Connaught Place,
New Delhi - 110001

2. The Management
Bharat Leather Corporation Limited,
9/4, Sanjay Place, Agra,
Agra, (U.P.)

...Management

AWARD

Office bearers of M/s Bharat Leather Corporation Workers Union (in short the union) forcible entered office of the Chairman and Managing Director (in short the CMD) of Bharat Leather Corporation (in short the Corporation) on 23-04-1985. Vice President of the union was a Sales Assistant, who was working on daily wages basis at Marketing Division, New Delhi, of the Corporation. He was

fresher in service. Forcible entry was made at about 11.40 a.m. at office of the CMD, located at Hemkunt House, Rajendra Place, New Delhi. The CMD was gheraoed and abusive and unparliamentary language was also used against him. They instigated their other colleagues to do so. The incident lasted till 12.30 p.m, when police reached and gherao was lifted. Police report was lodged, wherein name of the Vice President working on daily wages also figures. Those office bearers of the union, namely, Shri I.P. Grover, Shri D.D. Deora, Shri Vijay Kumar Vohra and Shri V.K. Kapoor were charge sheeted on 28.08.1985. A domestic enquiry was conducted against them. Enquiry Officer passed an order dated 10-03-1987 concluding therein that Shri Rajesh Malik, claimant herein in the present proceedings, also accompanied the office bearers of the union to the office of the CMD and was equally responsible alongwith the persons who were charge sheeted. Pursuant to the said order charge sheet was served on the claimant. His reply dated 6-07-1987 was not found to be satisfactory. Shri C.L. Kumar was appointed as Enquiry Officer, whose appointment was challenged by the claimant. On eve of retirement of Shri Kumar, Shri M.V. P. Saxena was appointed as Enquiry Officer, whose appointment was also challenged. Subsequently, Shri Ramesh Chand and Shri Prem Prakash, were appointed as Enquiry Officer. Shri Prem Prakash was replaced by Shri Rakesh Chand vide order dated 11-10-1994. Initially claimant participated in the enquiry. Thereafter, he opted to abandon the proceedings. Enquiry was conducted ex-parte. Enquiry Officer submitted his report to the Disciplinary Authority. Disciplinary Authority awarded punishment of removal from service to the claimant, vide his order dated 5-11-1996. Appeal preferred came to be dismissed. Claimant raised an industrial dispute before the Conciliation Officer. Since the Corporation contested his claim, conciliation proceedings ended into failure. On consideration of failure report, submitted by the Conciliation officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-42012/78/2002-IR(CM-II), New Delhi dated 4-4-2003, with following terms:

> "Whether action of the management of Bharat Leather Corporation in terminating the services of Shri Rajesh Kumar, Sales Assistant Grade II vide removal order dated 5-11-1996 is legal and justified ? If not, to what relief the workman is entitled to and from which date?

2. Claim statement was filed by Shri Rajesh Kumar pleading therein that he joined services of the Corporation as Sales Assistant on daily wages at New Delhi on 20-10-1982. He was unanimously elected as Vice President of the union in 1984. His services were confirmed as Sales Assistant Grade II in 1986. In recognition of his hard work, two advance increments were also granted at the time of confirmation of his service. Alleged incident of forcible entry and gherao of the CMD took place on 23-04-1985. Non-service of charge sheet and confirmation of his service in 1986 make it apparent that the Corporation had condoned misconduct, if any, alleged to have been committed by him.

3. He projects that four executives of the union, Shri I.P. Grover, Shri V.K. Kakkar, Shri Vijay Kumar Vohra and Shri D.D. Devra were charge sheeted. Though his name appeared in the complaint dated 23-4-1985, yet he was not charge sheeted along with them. Shri C.L. Kumar, Enquiry Officer passed order on 10-3-1987 wherein he opined that he was equally responsible for the incident along with the persons facing the enquiry. Observations made by the Enquiry Officer are as follows:

> "It is seen from the statement of imputations that the name of Shri Rajesh Malik has been mentioned as having accompanied the four accused during the incident. This name also occurs in the CMD's complaint made to the police on 23-4-1985 and also in various depositions. It is not known to this inquiry whether Shri Rajesh Malik is a private person or an employee of Bharat Leather Corporation or any other Government Organization, but if he were either of the latter he would be equally responsible alongwith the four accused for the said incident. It would therefore be only justified if the four accused are treated at par with Shri Rajesh Malik."

4. In view of the above recommendations made by the Enquiry Officer; charge sheet dated 24-06-1987 was issued to him. The said charge sheet was illegal and unauthorized, since it was issued by the Appellate Authority, before whom claimant was supposed to prefer his appeal against the orders of the Disciplinary Authority. Thus, he was deprived of his right to file an appeal. Shri C.L. Kumar, on whose recommendations charge sheet was served upon him, was appointed as Enquiry Officer. Shri Kumar was already prejudiced against him. Hence, his appointment was wholly illegal and against principles of natural justice. Subsequently, Shri M.V.P. Saxena was appointed as Enquiry officer on the eve of retirement of Shri Kumar. Appointment of Shri Saxena was illegal and unauthorized. Despite his objection, Shri Saxena proceeded with the enquiry in an illegal manner. Subsequently, Shri Ramesh Chand was appointed as Enquiry Officer, whose appointment was also opposed by him. Shri Prem Prakash was appointed as Enquiry Officer vide order dated 25-08-1993. Since his appointment was also mala fide, uncalled for, he was replaced by Shri Ramesh Chand vide order dated 11-10-1994. He assailed order dated 11-10-1994 also. During the enquiry proceedings, he submitted application for VRS, which request was not conceded to. He suffered from spinal pain, hence could not attend the enquiry proceedings thereafter. The Corporation was well aware of his ailment, yet with ulterior motive continued with the enquiry either at Agra or at Kanpur. It was so done to proceed against him ex-parte. No opportunity was

provided to him to defend himself in the enquiry. Enquiry Officer submitted his report to the Disciplinary Authority. He assailed the report vide his reply dated 12-07-1996, on following grounds :

—That as per schedule attached with the so called CDA Rules, 1981, the Disciplinary Authority in the case of workmen is Manager (P&A) but the charge sheet in question has been issued to him by Shri Suresh Kumar the then Chairman and Managing Director, who was Appellate/Reviewing Authority of the workman. As such, the charge sheet issued by a higher Authority usurping the powers of Disciplinary Authority thereby snatching the right of appeal from the workman is illegal, malafide, without jurisdiction and stands a nullity and against the principles of natural justice as held by the Supreme Court in its judgment, mentioned above.

—That the charge sheet was issued under the so called CDA Rules 1981, which were not at all applicable on the workmen and the service conditions of the workmen were changed/varied during the strike period, by the Management unilaterally without following the mandatory provisions of Section 9A of the Industrial Disputes Act. As such, the said change/variation made by the management during strike period was wrongful, illegal, void, ultra vires besides detrimental to the workman as a whole and hence the said CDA Rules, 1981 were challenged by the Union before the office of the Labour Commissioner. The alleged unilateral change in CDA Rules, 1981 by the Management was also against the Bipartite Agreement/Minutes of Meeting dated 6-7-1983 held between the management and Union in which it was declared that :

— "8 Conduct, Discipline and Appeal Rules: - The union was intimated that the rules on the subject are under draft and as soon as the draft is finalized, the union will be invited to discuss the said rules with the Management."

Since the management enforced the so called CDA Rules, 1981, unilaterally which were not at all applicable on the workmen after making some modifications and consequently entirely changed the service conditions of the workmen without consulting the union, the said charge in the CDS Rules, 1981 was however challenged by the union before the office of the Labour Commissioner, New Delhi, and conciliation proceedings were started and ultimately, Shri J. C. Negi, Deputy Labour Commissioner vide his letter dated 7-7-1988 was pleased to restrain the management for enforcing the said CDS Rules, 1981 on the workmen unilaterally.

That the charge sheet dated 24.06.1987 was issued by the CMD after more than 2 years only on the basis of the evidence of the management witness recorded during the enquiry conducted by Shri C.L. Kumar in the case of Shri I.P. Grover and others and further after misinterpreting and misconstruing the recommendations of the said Shri C.L. Kumar, Inquiry Officer who submitted his report recommending that the workmen, viz. Shri I.P. Grover and others should be treated at par with Shri Rajesh Malik(workman herein) meaning thereby all the workmen Shri IP Grover and others must be reinstated as Shri Rajesh Malilk(workman herein) was in service and was neither suspended nor issued charge sheet. Since the management did not want to reinstate Shri I.P. Grover and others due to their active participation in the union activities and terminated their services from the Corporation on the recommendations of IO, it issued the charge sheet to the workman also with pre-meditated mind to treat the workman at par in view of the recommendations of the IO and to remove him from services. As such, the charge sheet issued on the instance and behest of the Inquiry Officer and on the basis of evidence of MWs recorded during enquiry in the case of S/Shri IP Grover and others, is wrongful, illegal, malafide and against the principles of natural justice.

That the enquiry proceedings in the case of workman have been conducted separately for the alleged incident dated 2-4-1985 after removing 4 executives of the Union illegally and arbitrarily. As such, consequences of the Inquiry had already been known to the management as he was to be treated at par with Shri I.P. Grover and others only after completing the formalities of enquiry proceedings. As such, the act of the management in conducting separate proceedings after more than 2 years and with pre-conceived and meditated decision is wrongful, illegal, malafide and against the principles of natural justice.

That since CMD was the Appellate/Reviewing Authority of the workman, the appointment of Shri C.L. Kumar as Inquiry Officer made by the CMD usurping the powers of the Disciplinary Authority, is against the sub rule(2) of Rule 25 of the so called Rules, 1981, The inquiry Officers were changed at least 5 times during the entire period illegally, mala-fide and with oblique motives and purposes, without following the rules, besides principles of natural justice.

Similarly, the Disciplinary Authorities have also been changed/replaced very frequently in the present case

as is evident from the following :

—" Earlier Shri Suresh Kumar, CMD, issued charge sheet in question usurping the powers of the Disciplinary Authority as he was Appellate Authority of the workman as per so called CDA Rules, 1981;

— Thereafter Shri B.L. Sarose, Manager (P&A), MW III started himself acting as the Disciplinary Authority of the workman and appointed Shri Ramesh Chand, Inquiry Officer, in supersession of the orders of MD, as is evident from the correspondence;

—Thereafter, Shri Vipin Malhotra, Assistant Manager(P&A), who had always been acting for and on behalf of and/or under directions/instructions of Shri B.L. Sarose, Manager (P&A) and/or Shri Ramesh Chand, Inquiry Officer, throughout the enquiry proceedings, had been appointed Disciplinary Authority of the workman".

6. Without caring for the objections raised by him, the Disciplinary Authority acted beyond his jurisdiction when penalty of removal was awarded to him. He filed an appeal before the Appellate Authority, which was dismissed on 17-01-97. The Appellate Authority also failed to grant him justice. Action of the Corporation is untenable. He claims that he may be reinstated in service with continuity and full back wages.

7. Claim was demurred by the Corporation pleading that since order of removal from service was passed at Agra, where the claimant was last posted, this Tribunal has no territorial jurisdiction to entertain the dispute. Since the claimant had taken his terminal benefits, hence he admits result of the findings of the enquiry. Therefore, he cannot assail his removal order. The Corporation presents that the claimant was never confirmed in service, as Sales Assistant Grade II, as claimed by him. In 1986, he was on probation on the post of Sales Assistant Grade II, but never confirmed since departmental enquiry was pending against him. His claim that his misconduct, if any, was condoned by the Corporation is uncalled for. The Corporation asserts that charge sheet was served upon him on 24-06-1987 by Shri Suresh Kumar, Chairman and Managing Director. Shri C.L. Kumar was appointed as Enquiry Officer. On his retirement Shri MVP Saxena and later on Shri Ramesh Chand was appointed as Enquiry Officer. It is disputed that appointment of Shri Saxena or Shri Ramesh Chand was illegal and uncalled for. Moving of application for VRS was not disputed. However, his application was declined. Appointment of Shri Prem Prakash and subsequently his replacement by Shri Ramesh Chand has not been disputed. Claimant was informed of each and every proceedings held against him. He adopted a non-co-operative attitude and abstained away from the proceedings. He was proceeded against ex-parte. Issuance of charge sheet by the CMD does not snatch his right of appeal. Conduct, Discipline and Appeal Rules (in short the Rules) were applicable to the claimant. Full opportunity was given to the claimant to defend himself. Punishment was awarded to him by the Disciplinary Authority on taking into consideration all facts and circumstances of the case. Appellate Authority also considered facts in the right perspective and dismissed his appeal. There is no case in favour of the claimant and his claim may be dismissed, pleads the Corporation.

8. On pleadings of the parties, following issues were framed by my learned predecessor :

(i) Whether reference is proper or not?

(ii) Whether enquiry conducted by the Corporation is proper, fair and conducted in accordance with principles of natural justice and relevant rules?

(iii) Whether order of the Disciplinary Authority in imposing punishment is legal and proper?

(iv) As per terms of reference.

(v) Whether there is any delay/latches on the part of the management to issue charge sheet?

(vi) Whether there is any delay/latches on the part of the workman to approach for redressal of grievance? If yes, its effects.

9. Vide order No.Z-22019/6/2007 -IR(CM-II), New Delhi dated 11-02-2008, case was transferred to Central Government Industrial Tribunal No.II, New Delhi for adjudication by the appropriate Government. It was retransferred to this Tribunal for adjudication by the appropriate Government vide order No.Z-22019/6/2007-IR (C-II). New Delhi dated 30-03-2011.

10. It would not be out of place to mention that during the course of adjudication process, the Corporation was ordered to be wound by the High Court of Judicature at Allahabad, vide order dated 30-08-2005. Hence Official Liquidator was impleaded as a party, vide order dated 07-06-2011.

11. On consideration of facts testified by the claimant, preliminay issue relating to virus of enquiry was answered in favour of the Corporation and against the claimant, vide order dated 09-03-2012.

12. Arguments were heard at the bar. Shri N.K. Gautam, authorised representative, advanced arguments on behalf of the claimant. Shri Rajender Kumar, Assistant Official Liquidator who represented the estate of the Corporation under liquidation, advanced arguments on behalf of the Corporation. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues

involved in the controversy are as follows:-

Issue No. 1

13. At the outset, it was argued by Shri Rajender Kumar that enquiry proceedings lasted at Agra and the claimant was in service at Agra when punishment of removal from service was awarded to him. He contents that this Tribunal has no jurisdiction to entertain this dispute. Contra to it, Shri Gautam, presents that this Tribunal has jurisdiction to adjudicate this dispute. Answer to the proposition is available in statutory provisions, which are considered in subsequent sections.

14. Clause (a) of Section 2 of the Act defines appropriate Government. It would be expedient to know the definition of phrase 'appropriate Government'. Consequently, definition of the phrase is extracted thus:

"2(a) "appropriate Government" means-

(i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company or concerning any such controlled industry as may be specified in this behalf by the Central Government or in relation to an industrial dispute concerning a Dock Labour Board established under Section 5A of the Dock Workers (Regulation of Employment)Act, 1948(9 of 1948) or the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956 (1 of 1956) or the Employees' State Insurance Corporation established under section 3 of the Employees' State Insurance Act, 1948(34 of 1948), or the Board of Trustees and the State Board of Trustees section 5A and section 5B, respectively, of the Employees; Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), or the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956(31of 1956), or the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956 (1 of 1956), or the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or the Central Warehousing Corporation establised under section 3 of the Warehousing Corporation Act, 1962 (58 of 1962), or the Unit Trust of India established under section 3 of the unit Trust if India Act, 1963 (52of 1963), or the Food Corporation of India established under section 3, or a Board of Management established for two or more contiguous States, under section 16, of the Food Corporations Act, 1964 (37 of 1964) or the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or a Regional Rural Bank established under section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), or the Export Credit and Guarantee Corporation Limited or the Industrial Reconstruction Corporation of India Limited, the National Housing Bank established under section 3 of the National Housing Bank Act, 1987 (53 of 1987)or the Banking Service Commission Act , 1975 or an air transport service, or a banking or an insurance company, a mine, an oil field, a Cantonment Board, or a major port, and company in which not less than fifty one percent of the paid up share capital is held by the Central Government, or any Corporation, not being a Corporation referred to in this clause, established by or under any law made by Parliament, or the Central Public Sector Undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the Central Government; and

'(ii) in relation to any other industrial dispute, the State Public Sector Undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the State Government:

Provided that in case of a dispute between a contractor and the contract labour employed through the contractor in any industrial establishment where such dispute first arose, the appropriate Government shall be the Central Government or the State Government, as the case may be, which has control over such industrial establishment".

15. In relation to an industrial dispute, appropriate Government can either mean the Central Government or the State Government. The Central Government has been defined under section 3(8) and the State Government under section 3(60) of the General Clauses Act, 1897. In relation to an industrial dispute concerning —

1. an industry carried on or under the authority of the Central Government, or a railway company, or
2. an such controlled industry as may be specified in this behalf by the Central Government, or
3. a Dock Labour Board established under section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), or
4. the Industrial Finance Corporation of India Limited formed and registered under the companies Act, 1956, or
5. the Employees' State Insurance Corporation established under section 3 of the Employees' State Insurance Act, 1948 (34 of 1948), or
6. the Board of Trustees constituted under section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948(46 of 1948), or

7. the Central Board of Trustees and the State Boards of Trustees constituted under section 5A and section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), or

8. the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or

9. the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956, or

10. the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or

11. the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or

12. the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or

13. the Food Corporation of India established under section 3 of the Food Corporation Act, 1964 (37 of 1964), or

14. a Board of Management established for two or more contiguous States under section 16 of the Food Corporations Act, 1964 (37 of 1964), or

15. the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or

16. a Regional Rural Bank established under section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), or

17. the Export Credit and Guarantee Corporation Limited, or

18. the Industrial Reconstruction Bank of India Limited, or

19. the National Housing Bank established under section 3 of the National Housing Bank Act, 1987 (53 of 1987), or

20. an air transport service, or

21. a banking company, or

22. an insurance company, or

23. a mine, or

24. an oil-field, or

25. a Cantonment Board, or

26. a "major port, or

27. any company in which not less than fifty-one per cent of the paid-up share capital is held by the Central Government, or

28. any corporation, not being a corporation referred to in this clause, established by or under any law made by Parliament, or

29. the Central public sector undertaking, or

30. subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the Central Government, the appropriate Government would mean the Central Government".

16. In relation to any industrial dispute, other than those specified in sub-clause (i) of clause (a) of section 2 of the Act, appropriate Government would be State Government. In other words, all industrial disputes which are outside the purview of sub-clause (i) are concern of the State Government under sub-clause (ii) of clause (a) of Section 2 of the Act. Thus, the general rule is that an industrial dispute raised between employer and his employee would be referred for adjudication by the State Government, except in cases falling under section 2(a)(i) of the Act. Consequently, where industrial dispute which does not fall within the ambit of section 2(a)(i) of the Act, appropriate Government cannot be the Central Government. As pointed out above for a dispute concerning an insurance company the appropriate Government is the Central Government.

17. The Corporation projects that the claimant was posted at its Agra, U.P. Office. It was agitated that this Tribunal has no territorial jurisdiction to adjudicate the claim. The scheme of the Act shows that it aims at settlement of all industrial disputes arising between capital and labour by peaceful methods and through the machinery of conciliation, arbitration and if necessary by compulsory adjudication. The object of the Act is to protect workman against victimization by the employer and ensure termination of industrial dispute in a peaceful manner. The Act, however, does not provide for any set of social and economic principles for adjustment of conflicting interests. Such norms have been evolved and devised by industrial adjudication, keeping in view the social and economic conditions, the needs of the workmen, the requirement of the industry, social justice, relative interests of the parties and common good. These norms have given rights to the industrial employees what may be called industrial rights, as such rights may not be available at common law. Disputes as to the conditions of employment can be resolved by resorting to a technique known as collective bargaining. This tool is resorted to between an employer or group of employers and a bonafide labour union. Policy behind this

is to protect workmen as a class against unfair labour practices. What imparts to the dispute of a workman the character of an "industrial dispute" is that it affects the right of the workman as a class. But by way of extension of definition of industrial dispute, by insertion of section 2A of the Act, the dispute of an individual workman connected with or arising out of his discharge, dismissal, retrenchment or otherwise termination of his service by his employer has been brought within the ambit of the Act.

18. For adjudication of industrial disputes the appropriate Government is empowered to constitute Labour Courts, Industrial Tribunals and National Tribunals. Sub-section (1) of section 7 of the Act empowers the appropriate Government to constitute one or more Labour Courts for adjudication of industrial disputes relating to any matter specified in the Second Schedule and for performing such other functions as may be assigned to them under this Act. Sub-section (1) of section 7 A of the Act empowers the appropriate Government to constitute one or more Industrial Tribunal for adjudication of industrial disputes relating to any matter, whether specified in the Second Schedule or the Third Schedule and for performing such other functions as may be assigned to them under this Act. In the same manner sub-section (1) of section 7B of the Act empowers the Central Government to constitute one or more National Industrial Tribunal for adjudication of industrial disputes which, in the opinion of the Central Government, involve questions of national importance or are of such a nature that industrial establishments situated in more than one State are likely to be interested in, or affected by, such disputes. Therefore, the aforesaid provisions make it clear that for constitution of Labour Courts, Industrial Tribunals and National Tribunals, the appropriate Government or the Central Government, as the case may be, has not to take into consideration the territory for which Labour Courts, Industrial Tribunals or National Tribunals are to be constituted. Labour Courts are constituted for adjudication of disputes relating to any matter specified in the Second Schedule appended to the Act and for performing such other functions as may be assigned to them under the Act. An Industrial Tribunal can adjudicate any dispute relating to any matter whether specified in the Second Schedule or Third Schedule appended to the Act and such other functions as may be assigned to them under the Act. National Tribunal can be constituted to adjudicate an industrial dispute involving questions of national importance or of such a nature in which industrial establishments situated in more than one State are likely to be interested in or affected by such disputes. Therefore, it is evident that territorial jurisdiction criteria for constitution of Labour Courts, Industrial Tribunals and National Tribunals have not been provided under the Act.

19. Clause (c) of sub-section (1) of section 10 of the Act empowers the appropriate Government to refer a dispute or any matter appearing to be connected with or relevant to the dispute as specified in the Second Schedule to a Labour Court for adjudication. In the same manner clause (d) of sub-section (1) of section 10 empowers the appropriate Government to refer a dispute or any matter appearing to be connected with or relating to the dispute, whether it relates to any matter specified under the Second Schedule or Third Schedule to an Industrial Tribunal for adjudication. Sub-section (1A) of section 10 of the Act empowers the Central Government to refer any dispute which involves a question of national importance or in which industrial establishments situated in more than one State are likely to be interested or affected for adjudication to a National Tribunal. Therefore, the provisions of section 10 of the Act, which empowers the appropriate Government or the Central Government, as the case may be, to refer a dispute to a Labour Court, Industrial Tribunal or National Tribunal, nowhere make a reference to territorial jurisdiction of such courts or Tribunals. Consequently it is evident that for adjudication of a dispute by this Tribunal, territorial constraints are not over it. The objection taken by the Corporation does not bear any substance. The issue is answered accordingly.

Issue Nos. 5 & 6

20. These issues were addressed vide order dated 09-03-2012 and findings were recorded therein relating to the issues referred above. When preliminary issue was addressed to for adjudication, aspects relating to bona fides of the Corporation in initiating the domestic enquiry were considered. It was taken into account as to whether the charges were specific and clear. Care was taken to see as to whether the Enquiry Officer followed principles of natural justice and gave reasonable opportunity to the claimant to defend himself. It was also considered as to whether the enquiry report was in consonance with the evidence produced or perverse. At the cost of repetition, it is announced that the bank acted bona fide and there had been no violations of principles of natural justice, in conduct of the domestic enquiry. Since the above propositions have been addressed to and answered, these issues nowhere qualify for further adjudication.

Issue Nos. 3 & 4 :

21. Prior to introduction of section 11A of the Act, adjudicatory powers of the Tribunal were articulated in Buckingham & Carnatak Company [1951 (2) LLJ 314]. Four standards were delineated by the Labour Appellate Tribunal in the above case to render managerial right of taking disciplinary action vulnerable, namely, (i) where there is a want of bona fides or (ii) when it is a case of victimization or unfair labour practice or violation of the principles of natural justice, or (iii) when there is basic error of facts, or (iv) when there has been a perverse finding on the materials. This articulation was adopted by the Apex Court with slight modification in Indian Iron and Steel Company -Limited

[1958 (1) LLJ 260], without any acknowledgement to the precedent in ,Buckingham & Carnatic case (supra), wherein it was ruled that the power of the management to direct its own internal administration and discipline was not unlimited and liable to be interfered with by industrial adjudication when a dispute arises to see whether termination of services of a workman is justified and to give appropriate relief. However, it was announced that the jurisdiction of an Industrial Tribunal to interfere with the managerial prerogative of taking disciplinary action is not of appellate nature as the legislature has not chosen to confer such jurisdiction upon it. Hence Tribunal could not substitute its own judgement for that of the management. The Court laid down that in the following circumstances an industrial adjudicator can interfere with the disciplinary action taken by the employer: (1) when there is want of good faith, (2) when there was victimization or unfair labour practice, (3) when the management had been guilty of a basic error or violation of the principles of natural justice, or (4) when on the materials, the finding was completely baseless or perverse.

22. Enunciation (1) and (2), referred above, are addressed to the bona fides of the employer in initiating the action and inflicting the punishment, while postulates (3) and (4) are addressed to domestic enquiry. Therefore, an employer is required to act bona fide in initiating disciplinary action as well as in inflicting the punishment. In initiating the action, the alleged act of misconduct should not be a ruse for something else, such as the trade union activities of the workman or employers dislike of him for some personal reasons. The action should not be motivated by vindictiveness or ulterior purpose, so as to smack for victimization or unfair labour practice. Likewise in the matter of inflicting punishment, the employer should act fairly. In case punishment awarded is so shockingly disproportionate to the act of the misconduct, as no reasonable man would ever impose that itself may lead to an inference of mala fides, victimization or unfair labour practice. In holding enquiry, the Enquiry Officer must comply with the rules of natural justice. He must not be a biased person and give reasonable opportunity to both sides for being heard. His findings should not be baseless or perverse.

23. In Ramswarth Sinha (1954 L.A.C. 697) the Labour Appellate Tribunal recognized the right of the management to ask for permission to adduce evidence before the Tribunal to justify its action in a "no enquiry" case. Following that proposition the Apex Court equated the cases of "defective enquiry" with "no enquiry" cases and ruled that in either cases, the Tribunal have jurisdiction to go into the merits of the case on the basis of evidence adduced before it by the parties. Reference can be made to the precedent in Motipur Sugar Factory Pvt. Ltd. [1965 (2) LLJ 162] where the employer had held no enquiry at all before the dismissal and, therefore, adduced evidence to justify its action before the Tribunal, which decision was upheld. The Apex Court discarded' the plea on behalf of the workman that since no enquiry at all had been held by the employer, it had no right to adduce evidence to justify its stand before the Tribunal. In Ritz Theatre [1962 (II) LLJ 498] it was ruled by the Supreme Court that the Tribunal would be justified to go to the merits of the case and decide for itself on the basis of the evidence adduced whether the charges have indeed been made out. It announced that it would neither be fair to the management nor fair to the workman himself in such a case that the Tribunal should refuse to take the evidence and thereby drive the management to pass through the whole process of holding the enquiry all over again. Reference can also be made to the precedent in Bharat Sugar Mills Ltd. [1961 (11) LLJ 644].

24. In Delhi Cloth and General Mills Company [1972 (1) LLJ 180], Apex Court considered the catena of decisions over the subject and laid down the following principles:

"(1) If no domestic enquiry had been held by the management, or if the management makes it clear that it does not rely upon any domestic enquiry that may have been held by it, it is entitled to straightaway adduce evidence before the Tribunal justifying its action. The Tribunal is bound to consider that evidence so adduced before it, on merits, and give a decision thereon. In such a case, it is not necessary for the Tribunal to consider the validity of the domestic enquiry as the employer himself does not rely on it.

(2) If a domestic enquiry had been held, it is open to the management to rely upon the domestic enquiry held by it, in the first instance, and alternatively and without prejudice to its plea that the enquiry is proper and binding, simultaneously adduce additional evidence before the Tribunal justifying its action. In such a case no inference can be drawn, without anything more, that the management has given up the enquiry conducted by it.

(3) When the management relies on the enquiry conducted by it, and also simultaneously adduces evidence before the Tribunal, without prejudice to its plea that the enquiry proceedings are proper, it is the duty of the Tribunal, in the first instance, to consider whether the enquiry proceedings conducted by the management, are valid and proper. If the Tribunal is satisfied that the enquiry proceedings have been held properly and are valid, the question of considering the evidence adduced before it on merits, no longer survives. It is only when the holds that the enquiry proceedings have not been properly held, that it derives jurisdiction to

deal with the merits of the dispute and in such a case it has to consider the evidence adduced before it by the management and decide the matter on the basis of such evidence.

(4) When the domestic enquiry has been held by the management and the management relies on the same, it is open to the latter to request the Tribunal to try the validity of the domestic enquiry as a preliminary issue and also ask for an opportunity to adduce evidence before the Tribunal, if the finding on the preliminary issue is against the management. However, elaborate and cumbersome the procedure may be, under such circumstances, it is open to the Tribunal to deal, in the first instance, as a preliminary issue the validity of the domestic enquiry. If its finding on the preliminary issue is in favour of the management, then no additional evidence need be cited by the management. But, if the finding on the preliminary issue is against the management, the Tribunal will have to give the employer an opportunity to cite additional evidence and also give a similar opportunity to the employee to lead evidence contra, as the request to adduce evidence had been made by the management to the Tribunal during the course of the proceedings and before the trial has come to an end. When the preliminary issue is decided against the management and the latter leads evidence before the Tribunal, the position, under such circumstances, will be, that the management is deprived of the benefit of having the finding of the domestic tribunal being accepted as prima facie proof of the alleged misconduct. On the other hand, the management will have to prove, by adducing proper evidence, that the workman is guilty of misconduct and that the action taken by it is proper. It will not be just and fair either to the management or to the workman that the Tribunal should refuse to take evidence and thereby ask the management to take a further application, after holding a proper enquiry, and deprive the workman of the benefit of the Tribunal itself being satisfied, on evidence adduced before it, that he was or was not guilty of the alleged misconduct.

(5) The management has got a right to attempt to sustain its order by adducing independent evidence before the Tribunal. But the management should avail itself of the said opportunity by making a suitable request to the Tribunal before the proceedings are closed. If no such opportunity has been available of, or asked for by the management, before the proceedings are closed, the employer can make no grievance that the Tribunal did not provide such an opportunity. The Tribunal will have before it only the enquiry proceedings and it has to decide whether the proceedings have been held properly and the findings recorded therein are also proper.

(6) If the employer relies only on the domestic enquiry and does not simultaneously lead additional evidence or ask for an opportunity during the pendency of the proceedings to adduce such evidence, the duty of the Tribunal is only to consider the validity of the domestic enquiry as well as the finding recorded therein and decide the matter. If the Tribunal decides that the domestic enquiry has not been held properly, it is not its function to invite suo moto the employer to adduce evidence before it to justify the action taken by it.

(7) The above principles apply to the proceedings before the Tribunal, which have come before it either on a reference under Section 10 or by way of an application under Section 33 of the Act.

25. Keeping in view the proposition laid by the Apex Court in Delhi Cloth and General Mills Company (supra), the Parliament inserted section 11-A in the Act, which came into force w.e.f. 15th of December,1971. In the statement of objects and reasons for inserting section 11-A, it was stated:

"In Indian Iron and Steel Company Limited and Another Vs. Their Workmen (AIR 1958 S.C. 130 at p.138), the Supreme Court, while considering the Tribunal's power to interfere with the management's decision to dismiss, discharge or terminate the services of a workman, has observed that in case of dismissal on misconduct, the Tribunal does not act as a court of appeal and substitute its own judgment for that of the management and that the Tribunal will interfere only when there is want of good faith, victimization, unfair labour practice, etc., on the part of the management.

2. The International Labour Organisation, in its recommendation (No. 119) concerning 'Termination of employment at the initiative of the employer' adopted in June 1963, has recommended that a worker aggrieved by the termination of his employment should be entitled to appeal against the termination among others, to a neutral body such as an arbitrator, a court, an arbitration committee or a similar body and that the neutral body concerned should be empowered to examine the reasons given in the termination of employment and the other circumstances relating to the case and to render a decision on the justification of the termination. The International Labour Organisation has further recommended that the neutral body should be empowered (if it finds that the termination of employment was unjustified) to order that the worker concerned, unless reinstated with unpaid wages,

should be paid adequate compensation or afforded some other relief.

3. In accordance with these recommendations, it is considered that the Tribunal's power in an adjudication proceeding relating to discharge or dismissal of a workman should not be limited and that the Tribunal should have the power, in cases wherever necessary to set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit or give such other reliefs to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require. For this purpose, a new Section 11-A is proposed to be inserted in the Industrial Disputes Act, 1947.....".

26. After insertion of section 11-A, the Apex Court summed up the law in the case of Firestone Tyre and Rubber Company [1973 (1) LLJ 278] in the following propositions:

"(1) The right to take disciplinary action and to decide upon the quantum of punishment are mainly managerial functions, but if a dispute is referred to a Tribunal, the latter has power to see if action of the employer is justified.

(2) Before imposing the punishment, as employer is expected to conduct a proper enquiry in accordance with the provisions of the Standing Orders, if applicable, and principles of natural justice. The enquiry should not be an empty formality.

(3) When a proper enquiry has been held by an employer, and the finding of misconduct is a plausible conclusion flowing from the evidence, adduced at the said enquiry, the Tribunal has no jurisdiction to sit in judgement over the decision of the employer as an appellate body. The interference with the decision of the employer will be justified only when the findings arrived at in the enquiry are perverse or the management is guilty of victimization, unfair labour practice or mala fide.

(4) Even if no enquiry has been held by an employer or if the enquiry held by him is found to be defective, the Tribunal in order to satisfy itself about the legality and validity of the order, had to give an opportunity to the employer and employee to adduce evidence before it. It is open to the employer to adduce evidence for the first time justifying his action, and it is open to the employee to adduce evidence contra.

(5) The effect of an employer not holding an enquiry is that the Tribunal would not have to consider only whether there was a prima facie case. On the other hand, the issue about the merits of the impugned order of dismissal or discharge is at large before the Tribunal and the latter, on the evidence adduced before it, has to decide for itself whether the misconduct alleged is proved. In such cases, the point about the exercise of managerial functions does not arise at all. A case of defective enquiry stands on the same footing as no enquiry.

(6) The Tribunal gets jurisdiction to consider the evidence placed before it for the first time in justification of the action taken only, if no enquiry has been held or after the enquiry conducted by an employer is found to be defective.

(7) It has never been recognized that the Tribunal should straightaway, without anything more, direct reinstatement of a dismissed or discharged employee, once it is found that no domestic enquiry has been held or the said enquiry is found to be defective.

(8) An employer, who wants to avail himself of the opportunity of adducing evidence for the first time before the Tribunal to justify his action, should ask for it at the appropriate stage. If such an opportunity is asked for, the Tribunal has no power to refuse. The giving of an opportunity to an employer to adduce evidence for the first time before the Tribunal is in the interest of both the management and the employee and to enable the Tribunal itself to be satisfied about the alleged misconduct.

(9) Once the misconduct is proved either in the enquiry conducted by an employer or by the evidence placed before a Tribunal for the first time, punishment imposed cannot, be interfered with by the Tribunal except in cases where the punishment is so harsh as to suggest victimization.

(10) In a particular case, after setting aside the order of dismissal, whether a workman should be reinstated or paid compensation is, as held by this Court in The Management of Panitole Tea Estate Vs. The Workmen, within the judicial decision of a Labour Court or Tribunal".

27. Jurisdiction to interfere with the punishment is also not confined to the case where punishment is shockingly disproportionate to the act of the misconduct. The Tribunal has power of substituting its own measure of punishment in place of managerial wisdom. Change in legal position, post introduction of Section 11A of the Act has been effectively summarized in the case of Ambassador Sky Chef (1996 Lab. I. C. 299) wherein High Court of Bombay observed that the section gives specifically two fold powers to an industrial adjudicator : firstly, it is a virtual power of appeal against the findings of fact made by the Enquiry Officer in his report with regard to the adequacy of

the evidence and conclusion on facts, and secondly, and far more important, it is the power of re-appraisal of quantum of punishment. Now no restriction lies on an industrial adjudicator to interfere with the enquiry only on four grounds, referred above. However, wide discretionary powers with the adjudicator are to be exercised in judicial and judicious manner before it interferes with the order of mis-conduct or punishment.

28. Now factual matrix of the controversy is to be addressed for ascertaining quantum of punishment for misconduct proved against the claimant. To know have a glance of the case, charge sheet Ex.MW1/3 is to be looked into, which deciphers allegations as follows:

> "Article I — That the said Shri Rajesh Kumar, Sales Assistant Grade II, while employed in the Corporation during May 1987, has flouted the lawful and reasonable orders dated 21-05-1997 of his superior officer and thereby committed a misconduct, which violative of Rule 4 of the CDA Rules of Bharat Leather Corporation.
>
> Article II —That during the aforesaid period and while employed in the Corporation, the said Rajesh Kumar, has been found irregular in attendance and not observing office timings and thereby committed misconduct which is violative of Rule 4 of the CDA Rules of Bharat Leather Corporation.
>
> Article III — That during the aforesaid period and while employed in the Corporation, the said Rajesh Kumar has exhibited indecent behaviour which was subversive of discipline in the premises of the Corporation and thereby committed misconduct, which is violative of Rule 4 of the CDA Rules of Bharat Leather Corporation".
>
> (i) 17. The Enquiry Officer recorded his report dated 18-2-1997wherein he concluded that all charges regarding flouting of lawful and reasonable orders dated 21-05-1997 of his superior officer and exhibiting indecent behaviour which was subversive of discipline in the premises of the Corporation stood proved against the claimant.

29. On consideration of the findings recorded by the Enquiry Officer, the Disciplinary Authority Shri Rajesh Malik was removed from service vide order dated 05-11-1996. Question for consideration comes as to whether there are any justifications for punishment of dismissal? Right of an employer to inflict punishment of discharge or dismissal is not unfattered. The punishment imposed must be commensurative with gravity of the misconduct, proved against the delinquent workman. Prior to enactment of section 11-A of the Act, it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too severe and was not commensurative with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. Apex Court, in this connection, had, however, laid down in Bengal Bhatdee Coal Company [1963(1) LLJ 291] that where order of punishment was shockingly disproportionate with the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by enacting the provisions of section 11-A of the Act, the Legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct, in cases of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to imposed certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

30. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record, or is such as no reasonable employer would ever impose in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in Hind Construction and Engineering Company Labour [1965 (1) LLJ 462]. Likewise in Management of the Federation of Indian Chambers of Commerce and Industry [1971 (II) LLJ 630] the Apex Court ruled that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In Ram Kishan [1996 (1) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled therein, "when abusive language is used by anybody against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that

led to the use of abusive language. No straight-Jacket formula could be evolved in adjudicating whether the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts".

31. In B.M.Patil [1996 (11)LLJ 536], Justice Mohan Kumar of Karnataka High Court observed that in exercise of discretion, the disciplinary authority should not act like a robot and justice should be moulded with humanism and understanding. It was to assess each case on its own merit and each set of facts should be decided with reference to the evidence recording the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity to commit the misconduct and to assess the quantum of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50p to the employer by irregular sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of misconduct.

32. After insertion of section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer is commensurative with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge or dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. Reference can be made to a precedent in Sanatak Singh (1984 Lab. I.C.817). The discretion to award punishment lesser than the punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the decree of the guilt of the workman. Reference can be made to the precedent in Kachraji Motiji Parmar [1994 (II) LLJ 332]. Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case, Section 11A of the Act specifically gives two fold powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

33. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lesser punishment is not untramalled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency omitted by the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Furthermore, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can upset the punishment imposed by the employer. The quantum of punishment cannot be interfered with without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of grave misconduct like cheating, fraud, misappropriation of employers fund, theft of public property etc. A reference cannot be made to the precedent in Bhagirath Mal Rainwa [1995 (1) LLJ 960].

34. In the light of above legal propositions, it would be considered as to whether punishment awarded to the claimant does not commensurate to his misconduct? The claimant was awarded punishment of removal from service. Disorderly or riotous or indecent behaviour tantamount to subversive of discipline. He alongwith other office bearers of the union entered the cabin of the CMD, gheraoed him, used abusive and unparliamentary language against him. They instigated their other colleagues to do so. Use of intemperate language against the CMD, who was highest executive of the Corporation and instigating other colleagues to do so, is very serious. It emerges that the claimant committed acts, which were subversive of discipline. Such acts are far different from an act of indiscipline on the part of a particular workman, since it have wider impact of impairing the discipline of the industrial establishment as a whole. Acts which tend to destroy discipline in the industrial establishment as a whole are to be treated as serious misconduct in industrial law. Such a proposition was laid by the Apex Court in Bharat Fritz Werner (Pvt.) Ltd. (1990 Lab. I.C. 844). These aspects make it clear that the misconduct is alarming. Punishment awarded to the claimant is found to be in consonance of his misconduct. There is no question of reinstating him in the services of the Corporation. The claimant is not entitled to any relief. His claim is liable to be dismissed. Hence his claim is discarded. An award is, accordingly, passed in favour of the Corporation and against the claimant. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated : 05-02-2013

नई दिल्ली, 22 फरवरी, 2013

का.आ. 635 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (आईडी संख्या 45/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/168/2007-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 635.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Western Coalfields Limited, and their workmen, received by the Central Government on 22-02-2013.

[No. L-22012/168/2007-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/45/2007 Dated: 05-02-2013

Party No. 1 : The Sub Area Manager,
Western Coalfields Limited,
Kamptee Sub-Area, PO/Tq. Kamptee,
Distt. Nagpur

Versus

Party No. 2 : Shri Kailash Bira Yadav
R/o Old Kamptee Road,
Kalamna Basti, PO: Uppalwadi,
Near Bhawani Mandir, Nagpur.

AWARD

(Dated: 05th February, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman, Shri Kailash Bira Yadav, for adjudication, as per letter No. L-22012/168/2007-IR(CM-II) dated 06-08-2007, with the following schedule:—

> "Whether the action of the management of WCL in dismissing Shri Kailash Bira Yadav w.e.f. 18-08-2006 is legal and justified? If not, to what relief is the workman entitled?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman, Shri Kailash Bira Yadav, ("the workman" in short) filed the statement of claim and the management of WCL, ("party no. 1" in short) filed the written statement.

The case of the workman as projected in the statement of claim is that he came to be appointed as a General Mazdoor on 05-05-1980, at Kamptee underground mine no. 1 and he was engaged as a driver in 1983 and he was serving as a dozer driver since 1985 and he was given grade 'D', grade 'C' and grade 'B' w.e.f. 01-05-1987, 01-05-1988 and 01-05-1990 respectively and he served party no. 1 with clean and excellent service record, but he was served with the charge sheet dated 12-06-2005, for the incident dated 11-06-2005 and alongwith the charge sheet, no document or list of witnesses was supplied to him and immediately, an enquiry officer was appointed by the party no. 1 without waiting for his reply and such hasty action indicates that the party no. 1 was bent upon for taking action against him. The further case of the workman is that charges under clauses 26.22 and 26.33 of the certified standing order were levelled against him and under the said clauses, there is no reference to theft, but such a finding was given by the enquiry officer and the findings of the enquiry officer are totally perverse and as the charges levelled against him were serious in nature, it was incumbent upon party no. 1 to allow him to engage an advocate for his defence in the enquiry and the enquiry officer neither explained the charges nor intimated him that he can engage a lawyer and therefore, the principles of natural justice were violated and he was illegally dismissed from services by order dated 18-08-2006, issued by the Sub-Area Manager, Kamptee Sub-Area, on the false charge of commission of theft of diesel on 11-06-2005 and the enquiry was conducted in an arbitrary and illegal manner and in violation of the principles of natural justice and the manner in which, the enquiry officer proceeded with and conducted the enquiry, clearly shows that he was biased and the enquiry officer allowed the management to re-examine their main witnesses, but denied opportunity to him, to cross-examine them and the punishment imposed upon him is shockingly disproportionate.

The workman has prayed to set aside the dismissal order and to reinstate him in service with continuity, back wages and other consequential reliefs.

3. The party no. 1 in their written statement have pleaded inter-alia that the workman was served with the charge sheet dated 11/12-06-2005 and the workman was on duty on 11-06-2005 from 12 PM to 8 PM and on the same date, during the duty period, theft of diesel from the dozer, which the workman was operating occurred and the workman was involved in commission of the said theft and for the said misconduct, charge sheet was issued against him and the document/complaint letter and list of

witnesses were supplied to the workman and the workman did not raise this issue in the departmental enquiry, because such documents had been given to him and charges levelled against the workman were not only under clauses 26.22 and 26.23, but also, under clause 26.1 of the stainding orders and the said clauses very well refer to theft, fraud and misconduct and the findings of the enquiry officer are not perverse and as per the norms of departmental enquiry, no advocate is to be allowed in the departmental enquiry and only a co-worker can be allowed to help the workman and the workman was allowed to do so and all the principles of natural justice were followed and the enquiry was conducted as per the principles of natural justice and full opportunities were given to the workman to defend himself and charges levelled against the workman were proved beyond doubt and after the enquiry, prosecution brief was given to the workman and the workman filed his reply and thereafter, second show cause notice was issued to the workman and as the explanation submitted by him was not satisfactory and charges levelled against him were proved beyond doubt, order of dismissal from services was passed against the workman and the conduct of the workman is harmful for the company, as he was indulged in the activities of theft and dishonestly and the workman is not entitled to any relief.

4. As this is a case of dismissal of the workman from services, after holding a departmental enquiry, the validity of the departmental enquiry was taken up for consideration as a preliminary issue and by order dated 25-09-2012, the departmental enquiry conducted against the workman was held to be legal, proper and in accordance with the principles of natural justice.

5. At the time of arguments, it was submitted by the learned advocate for the workman that the "findings" of the enquiry officer are contrary to the materials on record of the enquiry and the findings of the enquiry officer are perverse, as because, the enquiry officer did not analyze the evidence of the witness for the management and recorded his findings holding the workman guilty of the charges, only after mentioning the evidence of the witnesses given in examination-in-chief and cross-examination and the management did not examine the prime witnesses, Shri Bhaskar Raut and Shri Devilal Sharma and as such, the findings of the enquiry officer on the basis of concocted story of the patrolling party is perverse and there is no legal evidence on record to hold the workman guilty of the charges of committing theft of diesel and the evidence of the witnesses examined by the management in the enquiry is not trustworthy and as such, the findings of the enquiry officer, basing on such untrustworthy evidence are perverse and the past service record of 26 years of the workman was quite unblemished, so the extreme penalty of dismissal from service imposed on the workman is shockingly disproporationate and the past service record of the workman was quite unblemished and as such, the workman is entitled to be reinstated in service with consequential benefits.

6. Per contra, it was submitted by the learned advocate for the party no. 1 that the workman, in the entire statement of claim has not given a single reason on the point of perversity of the findings of the enquiry officer and as the workman has not challenged the findings of the enquiry officer, the issue of perversity of findings is to be answered in favour of the management and it has already been held that the departmental enquiry conducted against the workman to be in accordance with the principles of natural justice and as such, there is no scope for the Tribunal to interfere with the punishment imposed against the workman and the findings of the equriy officer are based on the evidence adduced during the enquiry and the charges against the workman were duly proved and management has lost confidence in the workman and the workman is not entitled to any relief.

In support of the contentions, the learned advocate for the party no. 1 placed reliance on the dicision reported in (2009) 7SCC 552 (Divisional Manager, RSRTC).

7. Before delving into the merit of the case, I think it necessary to mention the settled principles enunciated by the Hon'ble Apex Court in regard to the scope, power and jurisdication of the Tribunal to interfere with the findings and punishment imposed in a departmental enquiry, which are as follows:—

> "Judicial review is not an appeal from a decision but a review of the manner in which the decision is made. Power of judicial review is meant to ensure that the individual receives fair treatment and not to ensure that the conclusion which the authority reaches is necessarily correct in the eye of the court. When an inquiry is conducted on charges of misconduct by a public servant, the Court/Tribunal is concerned to determine whether the inquiry was held by a competent officer or whether rules of natural justice are complied with. Whether the findings or conclusions are based on some evidence, the authority to reach a finding of fact or conclusion. But that findings must be based on some evidence. Neither the technical rules of Evidence Act nor of proof of fact or evidence as defined therein, apply to disciplinary proceeding. Adequacy of evidence or reliability of evidence cannot be permitted to be canvassed before the Court/Tribunal. When the authority accepts the evidence and the conclusion receives support there from, the disciplinary authority is entitled to hold that the delinquent officer is guilty of the charge. The disciplinary authority is the sole judge of facts. Where appeal is presented, the appellate authority has co-extensive power to reappreciate the evidence or the nature of punishment. The Court/Tribunal in its power of

judicial review does not act as appellate authority to reappreciate the evidence and to arrive at its own independent findings on the evidence. The Court/ Tribunal may interfere where the authority held the proceedings against the delinquent officer in a manner incosistent with the rules of natural justice or in violation of statutory rules prescribing the mode of inquiry or where the conclusion or finding reached by the disciplinary authority is based on no evidence. If the conclusion or finding be such as no reasonable person would have ever reached, the Court/ Tribunal may interfere with the conclusion of the finding, and mould the relief so as to make it appropriate to the facts of that case."

8. Judging the present case in hand with the touch stone of the principles settled by the Hon'ble Apex Court as mentioned above and on perusal of the records of the departmental enquiry, it is found that this is not a case of no evidence. It is also found that the findings of the enquiry officer are based on the evidence on record of the enquiry. The enquiry officer has analysed the evidence adduced by the parties and has given his findings holding the workman guilty of the charges. The findings of the enquiry officer are not as such as no reasonable person would have ever reached. Hence, the findings of the enquiry officer cannot be said to be perverse.

So far the proportionality of the punishment is concerned, it is found that serious misconduct of commission of theft of the property of the employer has been proved against the workman in a properly conducted departmental enquiry. Therefore, the punishment imposed against the workman cannot be said to be shockingly disproportionate. Hence, there is no scope to interfere with the punishment imposed against the workman. Hence, it is ordered:—

ORDER

The action of the management of WCL in dismissiong Shri Kailash Bira Yadav w.e.f. 18-08-2006 is legal & justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 636.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचाट (आईडी संख्या 20/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/379/1997-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 636.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL their workmen, which was received by the Central Government on 22-02-2013.

[No. L-22012/379/1997-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-CUM-LABOUR COURT, ASANSOL

Present: Sri Jayanta Kumar Sen, Presiding Officer

Reference No. 20 of 1998

Parties: The management of Parasea 6/7 Incline, M/s. ECL, Burdwan (WB)

Vs.

The Org. Secy. CMS, Asansol (W.B.)

Representatives:

For the management: Sri P.K. Das, Ld. Advocate

For the union (Workman): None

Industry: Coal State: West Bengal

Dated- 30-01-13

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its Order No. L-22012/379/97-IR(CM-II) dated 25-05-1998 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management in dismissing Sh. Hira Lal Majhi, Armed Guard of Parasia 6/7 Incline of M/s. ECL is legal and justified? If not, to what relief the workman is entitled to?"

Having received the Order of Letter No. L-22012/ 379/97-IR(CM-II) dated 25-05-1998 of the above said reference from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 20 of 1998 was registered on 02-07-98 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support

of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

On perusal of the case record, it was found that the workman is neither appearing nor taking any step since 28-02-2007. It seems that the workman is now no more interested to proceed with the case further. The case is also too old - 1998. As such, the case is closed and accordingly an order of "No Dispute Award" is hereby passed.

ORDER

Let an "Award" be and the same is passed as "No Dispute" existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 637.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, धनबाद के पंचाट (आईडी संख्या 183/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था।

[सं. एल-22012/165/2000-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 637.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 183/2001) of the Central Government Industrial Tribunal-cum-Labour Court, No-2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI their workman, which was received by the Central Government on 22-02-2013.

[No. L-22012/165/2000-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Present: Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947.

Reference No. 183 of 2001

Parties: Employer in relation to the management of Food Corporation of India, Patna and their workmen.

Appearances:

On behalf of the workman:	None
On behalf of the Management:	Mr. Bhupendra Narayan Rep. of Management.
State : Bihar	Industry: Food

Dated, Dhanbad, the 2nd Jan. 13

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-22012/165/2000-IR(CM-II) date 05-06-2001.

SCHEDULE

"Whether the action of the management Food Corporation of India, Patna in terminating the services of S. Sh. Mahendra Pd. and 16 others (list enclosed) are legal and justified? If not, to what relief the workmen are entitled to?"

2. Neither the Union Representative for the Union FCI, Employee's Union nor any of seventeen workman Mahender Pd. and others appeared nor any witness for their evidence appeared. But Mr. Bhapendra Narayan, the Representative for the Management is present.

After perusal of the case record, I find that the case related to the alleged termination of the service of the workmen has been pending for the evidence of the workman since 8-8-2006 but since then imspite of giving more than sufficient opportunities and issuance of Regd. notiecs to the Union on its address noted in the Reference, not a single witness in the period over six years has been produced. Under these circumstances, it is quite evident that neither the Union Representative nor any of the workmen appear to be interested in pursuing the case for final adjudication. Therefore, the case is closed and accordingly an order of no dispute is passed.

KISHORI RAM, Presiding Officer

File No. L-22012/165/2000-IR(C-II)

LIST OF WORKMEN

1. Sh. Mahendra Pal
2. Sh. Bhikhari Yadav
3. Sh. Sanjay Dubey
4. Sh. Tuntun Sah
5. Sh. Munna Mishra
6. Sh. Dhananjay Kumar

7. Sh. Ravindra Nath Tiwary
8. Sh. Ramesh Trivedi
9. Sh. Saroj Kr. Mishra
10. Smt. Sunita Singh
11. Smt. Lakshmi Devi
12. Smt. Ramrati Devi
13. Sh. Arun Kumar
14. Sh. Heera Lal
15. Sh. Indradeo
16. Sh. T.N. Upadhyay
17. Sh. Barak

नई दिल्ली, 22 फरवरी, 2013

का.आ. 638.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचाट (आईडी संख्या 38/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/537/1995-आई आर (सी-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 638.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 38/1996) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 22-02-2013.

[No. L-22012/537/1995-IR(C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present: Sri Jayanta Kumar Sen, Presiding Officer

Reference No. 38 of 1996

Parties: The management of Nutandanga Colly., M/s. ECL, Burdwan (WB)

Vs.

The Secy., CMU, Burdwan (W.B.)

Representatives:

For the management: None

For the union (Workman): None

Industry: Coal State: West Bengal

Dated- 16-01-13

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour vide its Order No. L-22012/537/95-IR(C-II) dated 06-09-1996 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Nutandanga Colliery under Pandaveshwar Area of M/s. ECL in denying the regularisation of Sh. Basdeo Giri, Pit Superviser from Clerical Gr. II to Clerk Gr. I is justified? If not, what relief the workman concerned is entitled to?"

Having received the Order of Letter No. L-22012/537/95-IR(C-II) dated 06-09-1996 of the above said reference from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 38 of 1996 was registered on 16-09-96 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concened directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

On perusal of the case record, it has been found that the workman/Union is neither appearing nor taking any step since 2008. It seems that they are now no more interested to proceed with the case further. As such, the case is closed and accordingly an order of "No Dispute Award" is hereby passed.

ORDER

Let an "Award" be and the same is passed as "No Dispute" existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 639.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई.

के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (आईडी संख्या 256/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/158/2003-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 639.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 256/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 22-02-2013.

[No. L-22012/158/2003-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/256/2003 Date: 06-02-2013

Party No. 1(a) : The District Manager,
Food Corporation of India,
Ajani, Nagpur,
Nagpur-440015

Party No. 1(b) : The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha Road, Churchgatye,
Mumbai- 400020

Versus

Party No. 2 : The Secretary,
Rashtriya Mazdoor Sena, Hind Nagar
Ward No. 2, Near Boudha Vihar
Post: Wardha, Distt. Wardha (M.S.)

AWARD

(Dated: 6th February, 2013)

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Food Corporation of India and their workman, Shri Martand Singh Zhanaklal Jangela, for adjudication, as per letter No. L-22012/158/2003-IR (CM-II) dated 08-12-2003, with the following schedule:—

"Whether the action of the management of Food Corporation of India,Nagpur (M.S.) in terminating the services of Shri Martand Singh Zhanaklal Jangela, Security Guard w.e.f. 14-03-1999 is legal and justified? If not, to what relief the concened workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Martand Singh Zhanaklal Jangela ("the workman" in short), filed the statement of claim and the management of Food Corporation of India ("Party No. 1" in short) filed their written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of Party No. 1 from 15-07-1993 and he was initially engaged through a contractor at Wardha Depot of Party No. 1, as a Security Guard and he was in continuous service without any interruption till 14th March, 1999, when his services were terminated orally by Party No. 1, without following the due procedure of law and he had completed more than 240 days of work in each year and the termination of his services on 14-03-1999 was not in good faith, but in colourable exercise of the rights and powers by the Party No. 1 and while terminating his services, neither one month's notice nor one month's wages in lieu of notice nor retrenchment compensation was given to him as required under section 25-F of the Act and after his illegal termination, fresh hands from the department of home guard and police were engaged by Party No. 1 to extract the duties of Security guards, in violation of the provision of section 25-H of the Act and the work which he was performing is constantly in existence and the same is of a perennial nature and as his termination is illegal and unlawful, he is entitled for reinstatement in service with contnuity and full back wages.

The further case of workman is that in 1993, he was engaged by the Party No.1 through the contractor for a period of two years, but the contract was made only on papers and after every two years, the Party No.1 changed the contractor on papers only and the engagement of the so-called- contractor did not replace the Security Guards and he was also not disturbed from his services and he was merely shown to be engaged by the contractors, but actually he was working under the direct control and supervision of the Party No.1 and the contractor had no role to play in the same and the work performed by him was being assigned to him by Party No.1 and he was a

regular employee of Party No.1 and Party No.1 was his real employer and not the contractor as alleged and the engagement and change of contractors by Party No.1 from time to time was sham and only a camouflage to deny his legitimate claim and the contract between Party No.1 and the contractor was bogus and not genuine and therefore, his oral termination from services was against the mandatory provisions of the Act and the Central Government decided to abolish the appointment of contract labour as contemplated under section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and issued notification on 01-11-1990 with directions to abolish the contract labour system in the establishment of the Party No.1 and to give employment to contract labours engaged by the management and therefore, it was the mandatory duty of the Party No.1 to abolish the contract labour system in all places and management of FCI implemented the notification on'y at Nagpur and Manmad and absorbed the Security Guards working at Nagpur and Manmad, but at Akola, Amravati, Wardha and Gondia districts, the contract labour system was continued by the management, with an intention to deprive him from the benefits under the labour laws.

It is further pleaded by the workman that his salary was paid by the Party No.1 and not by the contractor and his daily attendance was also marked by the Asstt. Manager of FCI, Wardha Depot and the Party No.1 was supervising his work through their officers and he had no relation with the so called contractors engaged by the Party No.1 and party No.1 also supplied the articles, such as, torch, lathi, whistle and uniform etc to him and in view of the long spell of work being carried out by him, he is entitled to be reinstated in service with continuity and full back wages.

3. The Party No.1 in their written statement have pleaded inter alia that the workman was never in their employment and the workman has not impleded the contractor, who appointed him, as a Party and the workman was engaged by the contractor as a Security Guard at FCI Depot and the said contractor is a necessary party and in absence of the contractor, the proceeding cannot proceed and the workman was not in their service uninterruptedly till 14th March, 1999 and since the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of contract given to the contractor for providing Security services was up to 1998. and the same was extended as per the terms and conditions till March, 1999 and as the workman was not employed by them, there was no question of following the procedure of termination by them and they were not the employer of the workman and the services of the workman were never utilized by them as employer from 15-07-1993 to14-03-1999, without any break in service and the workman did not complete 240 days of work in a year as alleged and as the workman was engaged by the Security Contractor, there was no relationship of master and servant between them and the workman at any point of time and under section 10 of the Contract Labour (Regularisation and Abolition) Act, they were exempted by the Central Government, so the allegations made by the workman against them are not true and there was no question of violation of the provisions of 25 (F) of the Act and the work does not constantly exist and the work of providing security guards was given to other Government Agencies like Police Personnel and Home guards and therefore, the workman has no right to claim any relief from them and the work of security is not perennial in nature and as and when their go-downs are filled with food grains, then only, services of the security guards are required and in pursuance of the notification issued by the Central Government abolishing contract labour system, they appointed Home guards and Police personnel as security guards.

The further case of party no. 1 is that for the reliefs as claimed, the workman had filed a writ petition before the Hon'ble High Court, Nagpur Bench bearing W.P. No. 1389/99 and the Hon'ble High Court rejected the said WP and denied the reliefs prayed for and therefore, this Tribunal has no jurisdiction to decide the reference and the decision of the Hon'ble Court operates as res-judicata and they floated tenders for the contract and lowest bidder was awarded the contract and the change of contractor in every two years was not on papers only and they had no say in the appointment of security guards by the security contractor and they had no control over the appointment and service conditions of the workman, who was an employee of the security agency and he was never their employee and the security contractor was the employer of the workman.

The further case of party no. 1 is that the appropriate government decided to abolish the employment of the contract labour as contemplated under section 10 of the Contract Labour (Regularisation and Abolition) Act, 1970 and the interpretation of the notification issued on 01.11.1990 put by the workman is not correct and they were exempted from the operation of the Act of 1970 in the year 1989 and the said exemption was withdrawn in the year 1999 and therefore, the security contact given to the contractor was terminated and hence, the services of the workman were terminated by the security contractor and they did not pay the salary to the workman and it was the contractor, who was paying the same to the workman and when the contractor failed to pay the salary to the workman, they paid the amount as per the directions given by the

ALC from time to time and the said amount was recovered from the contract's bill and they only used to check the attendance of the security guards to find out as to whether the contractor had made arrangement of the requisite number of security guards, as per their requirement and they did not have the power to terminate any employee appointed by the contractor and they did not provide any article, such as torch, Lathi, whistle and uniform etc. to the workman and as such, the workman is not entitled to any relief.

4. Both parties have led oral evidence in support of their respective claims, besides placing reliance on documentary evidence.

The workman in support of his claim has examined himself as a witness. In his evidence, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim.

In his cross-examination, the workman has admitted that in his statement of claim and so also in his affidavit he has mentioned that he was initially engaged as a Security Guard through a contractor. He has admitted that he has not filed any appointment letter issued by the FCI and no appointment order was issued by the FCI for his engagement in the FCI and he has not filed any document to show that he was in continuous service in the FCI till 14-03-1999. The workman has further admitted that there was no advertisement in any newspaper regarding engagement of Security Guards in FCI and he has not mentioned the amount of the salary, which he was receiving from FCI either in the statement of claim or in the affidavit and the signature appearing on the revenue stamp against his name at serial no. 06 in document no. 58, filed by the management, is his signature and he has not filed any document to show that he worked for 240 days in any calendar year and he has not filed any document to show that FCI had taken any action against any defaulting Security Guard and he has not filed any document to show that FCI appointed the Security Guards of Nagpur and Manmad on permanent basis and he has also not filed any document to show that uniform, torch and lathi were issued to him by the FCI.

5. Shri Suresh N. Bokade, the witness examined on behalf of the party no.1 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. In his cross-examination, this witness has stated that he has no knowledge if FCI had obtained any license from the competent authority for engagement of contract labours in FCI. The witness has admitted that the workman was working from 1993 in FCI and he was engaged for watch and ward of go-downs and the workman and 12 other workmen were keeping watch on the incoming and outgoing vehicles to and from FCI go-downs and the contractor engaged by FCI to supply contract labourers had the required license for the same, but copy of such license was not filed and the process of engagement of contractors was done by the Regional Office of FCI and he has no personal knowledge about the details of the process of engagement of contractors and during the general election to the Parliament, FCI had submitted the names of the workman and 12 others in the list of employees submitted to the collector. This witness has denied the suggestions that the workman and 12 others were appointed by the FCI for watch and ward of the go-downs of FCI at Wardha in 1993 and that the FCI was maintaining the attendance register of the workmen. The witness has further stated that payment of wages to the workman was being done through the contractor as per the minimum wages fixed by the Government and FCI was not making any deduction from the said wages towards PF and ESI and FCI was not maintaining any duty register or salary register for the workman and the concerned Asstt. Manager and Assistants were verifying the supply of labourers by the Contractor and the contractor was submitting monthly bills for supply of labours and the workman was on duty from 1993 to 1999 in FCI.

6. At the time of argument, it was submitted by the learned advocate for the workman that the workman was engaged by the management of FCI on 15-07-1993 at Wardha depot as a security guard and he worked continuously without any interruption till 14th March, 1999 and his services were terminated orally by the party no. 1 without following the due procedure of law and the workman had completed more than 240 days of work in each year and before termination of the services of the workman, neither one month's notice nor one month's wage in lieu of notice nor retrenchment compensation was given to the workman, as required under section 25- F of the Act and after termination of the services of the workman, fresh hands were engaged by party no. 1 to extract the duties of security, guard, in violation of the provision of Section 25- II of the Act and the work of security guard is perennial in nature, hence the termination of the workman is void and illegal.

It was further submitted by the learned advocate for the workman that the party no. 1 had shown the workman as contract labour, but the so called contract was made only on papers and the workman was actually working under the direct control and supervision of the party no. 1 and he was never a contract labour and such action of the party no. 1 was sham and only a camouflage to deny the legitimate claim of the workman and the so called contract between the management and the contractor was bogus and not genuine and the Central Government by

notification dated 01-11-1990 abolished the employment of contract labour and directed to give employment to contract labours engaged by the management and therefore, the management of FCI was bound to abolish the contract labour system and to give employment to the workman.

It was also submitted by the learned advocate for the workman that party no.1 has admitted the claims made by the workman and has not been able to prove their claim that the workman was a contract labour, by producing cogent evidence in support of the same and as such, the workman is entitled for reinstatement in service with continuity and full back wages.

7. Per contra, it was submitted by the learned advocate for the party no.1 that the workman was never appointed by party no.1 and he has engaged by the contractor as a security guard and as such, the concerned contractor is a necessary party and in spite of raising such objection in the written statement, the workman did not implead the contractor as a party and for that the reference is not maintainable. It was further submitted by the learned advocate for the party no.1 that the workman was engaged by the contractor and as the contract of the contractor came to an end in March, 1999, the services of the workman were terminated by the contractor and as such, there was no question of party no.1 complying with the due procedure of termination and there was no relationship of master and servant between the party no.1 and the workman and the party no. 1 was exempted by the Central Govemment from the ban imposed for engagement of contract labourers, so contract was given to the security contractor, as per rules, for supply of security guards and due to the notification of the Government for abolition of contract labour system, Home guards and Police personnel were appointed as security guards and party no.1 has no control over the workman and the security contractor was submitting bills for payment for supply of security guards and the security contractor was paying the wages to the workman. It was further submitted by the learned advocate for the party no. 1 that the workman and some others had approached the Hon'ble High Court, Nagpur Bench in W.P. 1389 of 1999 for the reliefs sought in this reference and the Hon'ble High Court while depositing of the said petition have held that the termination of the workman by the contractor was a valid one and the action of FCI was legal and as such, the workman cannot agitate the question again and the decision of the Hon'ble High Court operates as res-judicate between the parties and the workman is not entitled to any relief.

8. First of all, I will take up the submission made by the learned advocate for the party no. 1 that the present reference is hit by the principles of res-judicate, due to the decision of the Hon'ble High Court, Nagpur Bench in W.P. 1389/99.

It is not disputed that the workman alongwith 78 others through the union, "Rashtriya Mazdoor Sena Saptahit Jaibhim" filed Writ Petition no. 1389/99 before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for their regularisation and the Hon'ble High Court did not grant such relief. On perusal of the order passed by the Hon'ble High Court on 29-07-2002 in the said writ petition, it is found that the workman and others claimed regularisation on the ground that they were employed by the contractor for doing regular work of the Food Corporation of India and in view of the same, they have became workmen of Food Corporation of India, since the work on which they were employed is of perennial nature, However, it is found from the judgment that the Hon'ble High Court did not consider the main relief and passed the following order:

"In view of the judgment of the Constitution Bench in Steel Authority of India Ltd. and others Vs. National Union Water front Workers and Others [reported in 2001 (7) SCC 1], the relief sought by the petitioners cannot be granted since the petition involves disputed question of facts as also other facts which are required to be adjudicated by appropriate authority. Accordingly, the main prayer to absorb them cannot be granted.

XX XX XX XX

In view of the rejection of the main prayer, the question of granting other prayer does not arise. In case, the petitioners approach the appropriate authority, the appropriate authority shall take decision in the matter within a period of one year. The applicants are free to approach the appropriate authority for redressal of their grievances."

So, it is clear from the orders passed by the Hon'ble High Court as mentioned above that the Hon'ble High Court did not consider the claim made by the workman and others on merit and granted them the liberty to approach the appropriate authority for redress. Hence, the reference cannot be said to be hit by the principles of res-judcate. So, there is no force in the contention raised by the learned advocate for the party no. 1.

9. In this reference, it is never the case of the workman that he was directly appointed or engaged by the party no. 1 as a security guard. In the very beginning of the statement of claim, it has been mentioned by the workman that he was initially engaged at Food Corporation of India Depot, Wardha as a security guard, through a contractor. In paragraph 4 of the statement of claim, the workman has mentioned that, "In the year 1993, the workman was engaged by the Food Corporation of India through contractor, for the period of 2 years, but the contract was

made on paper." The case of the workman is that after every two years, the party no. 1 on papers showed the change of contractors, but he was not distrubed from services and he worked continuously without any break till 14-03-1999 and as he worked as a security guard of perennial nature, he is entitled for reinstatement in service. The workman has also claimed that as the Central Government issued notification on 01-11-1990 to abolish the contract labour system in FCI and directed to give employment to contract laboures engaged by the management and party no. 1 implemented such direction at Nagpur and Manmad only and gave employment and regularized and absorbed the services of the Security Guards working at Nagpur and Manmad and did not implemed the same at Wardha and other places to deprive him from the benefits under the Labour Laws.

From the evidence on record and the own admission of the workman in the cross-examination including the specific admission that he was engaged by the contractor and the contractor left him to FCI , it is clear that the workman was engaged by the contractor. The workman has not produced any evidence to show that he was directly engaged by the Party No. 1.

10. At this juncture, I think it apropos to mention about the principles enunciated by the Hon'ble Apex Court regarding contract labours, in the two decisions reported in 1985-II LLJ-4 (S.C.) (The workman of the Food Corporation of India Vs. M/s. Food Corporation of India) and 2001 LAB IC 3656 (S.C.) (Steel Authority of India Ltd. and others Vs. National Union Water Front Workers and others).

In the decision reported in 1985-II LLOJ-4 (supra) the Hon'ble Apex Court have held that :—

"Briefly stated, when corporation engaged a contractor for handling foodgrain at Siliguri Depot, the corporation had nothing to do with the manner of handling work done by the contractor, the labour force employed by him, payments made by him etc. In such a fact situation, there was no privity of contract of employer and workmen between the corporation and the workmen. "Workmen" has been defined (omitting the words not necessary) in the Industrial Disputes Act to mean (any person including an apprentice) employed in any industry to do.....". "The expression" employed has at least two known connotations, but as used in the definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and employee or master and servant unless a person is thus employed there can be no question of his being a "workman" within the definition of the terms as contained in the Act.

Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra (1957-I-LLJ- 477). Now where a contractor employs a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person. Therefore, when the workman employed by the contractor were certainly not the workmen of the corporation and no claim to that effect has been made by the union."

11. In the decision reported in 2001 LAB IC- 3656 (supra) the Hon'ble Apex Court have held that:—

"The principle that a beneficial legislation needs to be constructed liberally in favour of the class for whose benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the legislature. The intendment of the CLRA Act is to regulate the conditions of service of the contract labour and to authorize in Section 10(1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant factors. But, the presence of some or all those factors, provide no ground for absorption of contract labour on issuing notification under Section 10(1) by the appopriate Government, is not alluded to either in Section 10 of at any other place in the Act and the consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act, it is not for the High Courts or the Supreme Court to read in some unspecified remedy in Section 10 of substitute for penal consequences specified in Sections 23 and 25 a different sequel be it absorption of contract labour in the establishment of principal employer or a lesser or a harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such clearly impermissible.

Thus on issuance of prohibition notification under S. 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an indusrial dispute brought before it by any contract in regard to conditions

of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. If the contract is found to be genuine and the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour. It otherwise found suitable, and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Air India's case 1997 AIR SCW 430 Overruled prospectively. M.A.T. Nos. 1704 and 1705 of 1999, D/-12-8-1999 (Cal): C.O. No. 6545(W) if 1996, D/-9-5-1997 (Cal): W.A. Nos. 345-354 of 1997m D/-17-4-1998 (Kant): W.P. No. 4050 of 1999, D/-2-8-2000 (Bom) and W.P. No. 2616 of 1999, D/-23-12-1999 (Bom), 1998 Lab IC 2571 (Cal), Reversed.

It cannot be said that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "Contract labour", "Establishment" and "Workman" does not show that the legal relationship between the person employed in any industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "Workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that combined reading of the terms "Establishment" and "Workman" shows that a workman engaged in any establishment would have direct relationship with the principal employer as a servant of master. But what is true of a workman could not be correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour nor can such relationship be implied from the provisions of the action issuing notification under Section 10(1) of the CLRA Act. A fortiori much less can such a relationship be found to exist from the rules and the forms made there under."

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

12. In this case, the letter No. U-23013/11/89/LW dated 28-5-92, Govt. of India, Ministry of Labour shows that the prohibition of employment of contract labour in sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishments of Food Corporation of India and some other departments was lifted by the Central Government. So, the engagement of contract labour by the Pary No. 1 cannot be said to be illegal. It is also found from the materials on record that the appointment of labour contractor by Party No. 1 for supply of Security Guards was genuine and the same was not only on papers as claimed by the workmen. The workman has failed to prove such claim by adducing cogent or reliable evidence. The engagement of labour contractor by Party No. 1 was not a mere ruse of camouflage to evade comliance of the various beneficial legislations, so as to deprive the workman of the benefits there under. The workman has not been able to produce any document to show that at any point of time Party No. 1 paid his wages as their employee. It is clear from the evidence that Party No. 1 paid wages of the last three months to the workman in presence of the Labour Commissioner, as the contractor did not pay the same. As it is clear from the evidence on record that the workman was engaged as a contract labour with Party No. 1, by the contractor and as such, it can be held that there was no relationship of master and servant between the Party No. 1 and the workman. Hence, there was no question of termination of the services by the Party No. 1 or compliance of the privisions of Sections 25-F or 25-II of the Act.

13. It is the own case of the workman that he was engaged by the contractor. So the contractor, who had engaged the workman is a necessary party in the reference. The said contractor has not been added as a party in this reference. Due to non-joinder of necessary party, the reference is bad in law.

In view of the materials on record and the discussions made above, the reference cannot be answered in favour of the workman. Hence, it is ordered:—

ORDER

The reference is answered in the negative. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 640.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (आईडी संख्या 07/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/599/1999-आई आर (सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 640.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 07/2002) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur as shown in the Annexure in the Industrial dispute between the management of WCL and their workman, received by the Central Government on 22-02-2013.

[No. L-22012/599/1999-IR(C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

CASE No. CGIT/NGP/07/2002 Date: 24-01-2013

Party No. 1 : The Sub Area Manager, M/s. WCL, Nakoda (Ghugus Sub Area), Post Cementnagar, Ghugus, Chandrapur (MS)

Versus

Party No. 2 : Shri D. S. Tawarkar, District Adviser, Indian National Trade Union Congress, Near Vithal Mandir Ward, Chandrapur (MS)

AWARD

(Dated: 24th Janaury, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCl and their workmen, Shri Sopar Shankar Rajam and 13 others, for adjudication, as per letter No. L-22012/599/1999-IR (CM-II) dated 20-03-2002, with the following schedule :—

"Whether the action of the management i.e. Sub Area Manager, Nakoda (Ghugus Sub Area) of WCL in dismissing Sh. Sopar Shankar Rajam and 13 others workmen (List enclosed) is legal & justified ? If not, to what relief the workmen are entitled ?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the 14 applicants, ('the applicants' in short), filed the statment of claim and the management of WCL, ("Party No. 1" in short) filed their written statement.

The case of the fourteen applicants as stated in the statement of claim is that they were serving with party no. 1, since 1st January, 1987 to 31st December, 1990, as daily wagers and their services were regularized on regular establishment from 01-01-1989 to 31-12-1990 and at the time of termination, they were getting Rs. 1250 per month, as salary and their services were terminated orally and no written order of termination was issued and party no. 1 had also never given any letter about their misconduct and no enquiry was conducted against them, before termination of their services and before termination of their services, neither one month's notice nor one month's wages in lieu of the notice nor retrenchment compensation was paid to them and no seniority list was prepared and published in the notice board by the party no. 1 and there was violation of the provisions of sections 25-F and 25-G of the Act read with Rule 77 of the Rules and the junior most eight workers are still on duty with party no. 1 and after their termination, they gave approach notice to party no. 1 but party no. 1 did not response to the same and their oral termination is illegal and the same is nothing but colourable exercise of power by party no. 1 and therefore, they are entitled for reinstatement in service with continuity and full back wages.

3. Party no. 1 in their written statement, denying the allegations made in the statement of claim have pleaded inter-alia that the 14 applicants had raised industrial dispute individually with the assistance of an advocate, before the ALC (C) in the year in 1998 and their basic demand was that they had been dismissed orally, after four year of service with WCL and they contested each case on merit, primarily on the ground that those persons had neither worked with them nor there was any dismissal and that the disputes were belated and on failure of conciliation of each case, the ALC(C) submitted the failure report separately and at no stage, the disputes were combined and on receipt of the failure report in each case, the Central Government refused to make reference of the cases of Six applicants, namely, Shri Sopar Shankar Rajam, Shri Bondi Narayan Sina, Rajaya Reddy, Shri Ramella Ravi Ramayya and Shri Bhagini Rajesh Satyya by issuing separate notifications and did not make any communication in respect of the other eight applicants and later on in the year 2002, after of a gap of nearly three years, with no application of mind, the Central Government made the instant reference in respect of all the 14 applicants without obtaining any fresh facts for reviewing the cases and

therefore, the reference is void and bad in law and hence not maintainable.

The further case of the party no.1 is that WCL is a public sector undertaking and has set norms for appointing employees, which has been done through Employment Exchange, except in case of land oustee or dependents of deceased or handicapped employees in terms of NCWAs and all appointments are in writing, issued by the competent authority and the applicants have not stated as to when and by whom, they were appointed and they have not produced any document in support of their claim and all persons, who are appointed in WCL are assigned specific designations and required to perform specific jobs and the applicants have not stated as to what were their designation and what jobs they were doing as labour and threr is no designation or job like labour in WCL and it is therefore, evident that the claim is baseless and wrong and every person appointed in WCL is paid wages through wage sheet and pay slip showmg the rates of wages, period of wages and amount of wages etc is issued to each employee and the same remains with them and if the applicants had worked with WCL, they must be having the pay slips, but such pay slips have not been produced and if any person works for four year in WCL, he should have become member of coal mine provident fund and on becoming a member, he is to be allotted a membership-number and his wages are subject to deduction of provident fund, the annual statement of which is sent to CMPF Deptt. and if the applicants had not become members of CMPF, it is a proof in itself that they were never the employees of WCL and every persons, who is an employee of WCL is issued with an identity card containing his designation and other particulars and if the applicants were the employees of WCL, then they must have been issued with identity cards, which are supposed to be in their possession, but such identity cards have not been produced and every person, who is employed in the Mines as a worker, his name, father's name, age and address etc. are entered in the statutory "Form B" maintained under the Mines Act, 1952 and the names of the applicants did not appear in "Form B" register and this fact also goes to prove that they were never the employees of WCL and in absence of any valid, legal and cogent documents, no reliance can be placed on their claim and if the documents filed by the applicants are examined, it will be proved that the entire case has been manipulated and manufactured under some scheming mind and there is no merit in the demand of the applicants and the same is liable to be rejected.

The specific case of party no. 1 is that the applicants were never in their employment and their claim is totally fabricated which would be evident inter-alia on the ground that there is no post like daily wages worker and no body is deployed in any work, unless he is duly appointed through the proper procedure with the approval of the competent authority and the applicants have not produced their letters of appointment or office orders or instructions to work at Nakoda establishment from 01-01-1989 to 31-12-1990 and payment of monthly wages of Rs. 1250 is false and baseless and service of no regular worker is terminated orally in WCL and there should be a basis for such termination and order are always in writing and the story of oral termination has been deliberately cooked up to cover up the falsehood and the question of Issuing any termination order in writing or otherwise or holding of any departmental enquiry or question of issuing notice or payment of any compensation or notice pay does not arise, as the applicants were never in their employment and they had never received any representation from the applicants.

4. At this juncture, it is necessary to mention that after issuance of notice by the Tribunal, the party no.1 neither appeared in the case nor filed any written statement. So, award in favour of the applicants was passed on 05-09-2002. On 27-09-2002, the party no.1 filed an application to set aside the exparte award dated 05-09-2002. The said application was allowed on 13-07-2004 and party no.1 was allowed to file the written statement. After filing of written statement by party no. 1, the applicants filed their rejoinder.

5. In the rejoinder, it has been pleaded by the applicants that they have filed their regularisation order dated 13-02-1989 issued by the management, in which has been clearly mentioned that they were on duty from 1987 to 1990 and as such, the allegation of non-production of document by them is false. The applicants in their rejoinder have denied the other allegations pleaded in the written statement.

6. Besides placing reliance on documentary evidence, the applicants have adduced oral evidence in support of their claim. Applicant, Sopar Shankar Rajam has been examined as a witness on behalf of the applicants. No oral evidence was adduced on behalf of the party no. 1.

7. The examination-in-chief of the witness, Sopar Shankar Rajam is on affidavit. In his evidence, this witness has stated that he alongwith the other 13 applicants were serving with party no. 1 as casual labourers from 01-01-1987 to 31-12-1990 and their services were regularized against vacant posts and they were brought on to regular establishment from 01-01-1989 to 31-12-1990 and they were getting consolidated pay of Rs. 1250 per month and their services were terminated suddenly from 01-01-1991 orally, without compliance of the statutory provisions of sections 25-F and 25-G of the Act, though they had completed more than 240 days continuous service within the preceding date of termination and as such, their termination is arbitrary, illegal and unjustified. However, in his cross-examination, the witness has stated that written order of appointment was issued to him and other applicants and

the order dated 13-02-1989, Ext. W-I is the said appointment order. The witness has further admitted that there is no appointment order to show that he was engaged from 01-01-1987 and there is nothing on the document, Ext. W-1 to show that the copy of the same was given to him and the other applicants and no separate order was given to him regarding his regularisation in regular establishment from 1989 to 1990 and he cannot say the name and designation of the person, who orally terminated their services on 01-01-1991 and they have not filed any document in respect of payment of wages by WCL and there was no deduction of any amount from their wages towards provident fund and except the document, Ext. W-I, no other document to show that they worked for a continuous period of 240 days preceeding the date of termination and he cannot say as to in how many years, he completed the said 240 days of work.

8. At the time of arguments, it was submitted by the learned advocate for the applicants that the applicants were serving with party no. 1 from 01-01-1987 to 31-12-1990 as daily wagers and their services were regularized on regular establishment from 01-01-1989 to 31-12-1990 and at the time of termination of their services, they were getting Rs. 1250 per month as salary and the services of the applicants were terminated orally on 01-01-1991 and before termination of the services of the applicants, neither any enquiry was held against them nor the mandatory provisions of Section 25-F of the Act were complied by party no. 1 and though the applicants had completed 240 days of work in every calendar year, neither one month's notice nor one months's wages in lieu of notice nor any retrenchment compensation was paid to the applicants before such termination and such facts have been amply proved by the documents, Ext. W-I and the oral evidence of the applicant, Sopar Shankar Rajan and as such, the termination of the services of the applicants is illegal and unjust and the applicants are entitled for reinstatement in service with continuity and full back wages.

In support of the submissions, the learned advocate for the applicants placed reliance on the decisions reported in 2008 III CLR-588 (Divisional Manager, New India Assurance Co. Ltd. Vs. A. Shankaralingam), 2012 I CLR-123 (Kan Singh Vs. Dist. Ayurved Officer & others) and 2012 III CLR-1077 (Ex. Hav. Satbir Singh Vs. Chief of the Army Staff, New Delhi.)

9. Per contra, it was submitted by the learned advocate for the party No. 1 that it is clear from the evidence on record that the applicants were never appointed by party no. 1 and WCL being a public sector undertaking, there are set norms for appointment through Employment Exchange, except in the case of land oustee and compassionate appointment and the applicants have not stated anything as to when and by whom they were appointed and documents such as pay slip, identity card, Form B register and membership of CMPF have bot been filed in support of their working in WCL from 01-01-1987 to 31-12-1990 and there is absolutely no legal and cogent evidence in support of the claim of the applicants. It was further submitted by the learned advocate for the party no. 1 that the evidence of Sopar Shankar is quite contradictory than the stands taken in the statement of claim and rejoinder and the same is unreliable and the documents, W-1 which is the only document produced by the applicants, prima facie show that the same is a fabricated document and the same has been manufactured for the purpose of the case, as because, Ext. W-I shows that the same was issued on 13-02-1989, but in that document, it has been mentioned that the alleged workers worked from 1987 to 1990 and that they were regularized on the regular employment from 01-01-1989 to 31-12-1990 and when the certificate was issued on 13-02-1989, how it can be mentioned about the alleged worker working till 1990 and no reliance can be placed on Ext. W-I. The further submission made by the learned advocate for the party no. 1 was that there is no legal evidence on record to show that the applicants completed 240 days of work in the preceding 12 months of the alleged date of termination and hence, there is no question of compliance of the provisions of Sections 25-F and 25-G of the Act and the reference is to be answered in negative.

10. On perusal of the pleadings of parties and the materials on record, it is found that the applicants have tried to blow hot and cold in the same breath. They have claimed that they worked with the party no. 1 from 01-01-1987 to 31-12-1990 as daily wagers. In the same breath, they have claimed that their services were regularized on regular establishments from 01-01-1989 to 31-12-1990 and they were getting Rs. 1200.00 per month as salary. They have claimed that party no. 1 did not issue any letter about their misconduct and there was no enquiry proceedings against them. It is also claimed by them that their services were terminated orally by the party no. 1 without compliance of the mandatory provisions of Sections 25-F and 25-G of the Act. Such stands taken by the applicants show that they are unsure of the basis of their claim.

As the applicants have claimed that they worked on daily wages basis with party no. 1 from 01-01-1987 to 31-12-1990 and their services were regularized on regular establishment from 01-01-1989 to 31-12-1990 and termination of their service orally is illegal, the burden is on them to prove their appointment with party no. 1 and their working for 240 days in the preceeding 12 calendar months of the date of their alleged termination i.e. 01-01-1991.

11. To prove their case, the applicants have examined the applicants, Sopar Shankar as a witness and have produced the only document, Ext. W-I.

It is to be mentioned here that the applicants have neither pleaded in the statement of claim nor in the rejoinder as to when, how and by whom they were appointed or engaged with party no. 1 and as whether they were appointed or engaged orally or by written order of the competent authority. They have also not adduced any evidence in the respect. Likewise, the applicants have also neither pleaded nor adduced any evidence as to how their services were regularized on regular establishment in 1989. If the claim of the applicants about their working with the party no. 1 from 01-01-1987 to 31-12-1990 and their claim of regularisation on regular employment from 01-01-1989 to 31-12-1990 is believed to be true for the sake of argument, then it is quite natural that there should have been appointment orders, documents regarding payment of their wages, identity cards, documents regarding CMPF membership and deduction of wages towards contribution of CMPF, "Form B" register and orders regarding their regularisation on regular establishment with their designation and also the neme of the establishment to which they were posted. However, the applicants have not produced a single document out of the aforesaid statutory documents. The non-production of the above documents or any evidence in that respect clearly shows that the claim of the applicants is not true.

12. So far the documents, Ext. W-I is concerned, on persual of the same, prima facie it appears that the same is a fabricated document. The applicants in their statement of claim have not pleaded anything as to the existence of such a documents and as to how such a document was issued. In Ext. W-I, the officer order number has not been mentioned. Though in the said document, "Office Order" has been mentioned, below the same "No Objection Certificate" has been mentioned. The most important factor for doubting the genuineness of the said document is its contents itself. Ext. W-I shows that the said document was issued on 13-02-1989. However, in Ext. W-I, it has been mentioned that,

"The workers were on duty of WCL Incline Cast colliery at Nakoda during the period i.e. 1987 to 1990. Moreover, their services were regularized from on daily wages to on regular establishment from 1989 to 1990. Their names are as under."

If the said document was issued on 13-02-1989, then there was no question of mentioning there in about the applicants working till 1990 and that their services were regularized from on daily wages to on regular establsihment from 1989 to 1990. The above mentioned facts prima-facie show that the said documents is a manufactured document and therefore, no reliance can be placed on such a document.

13. So far the oral evidence of Sopar Shankar is concerned, it is found that the same is quite shaking, inconsistent and contradictory to the stands taken in the statement of claim. The evidence of the witness is found to be quite unreliable due to the inconsistency in his evidence regarding the wages, the documents, Ext. W-I, the mode of the appointment of the applicants etc. There is also no legal evidence on record to establish that the applicants had infact worked for 240 days in the preceding 12 calendar months of the date of their alleged termination i.e. 01-01-1991.

On perusal of the materials on record, it is found that the applicants have miserably failed to prove that they had ever worked with party no. 1 either on daily wages basis or on regular employment with party no. 1. In view of the failure of the applicants to prove that they had ever worked with party no. 1, with respect, I am of the view that the decision cited by the learned advocate for the applicants have no implication to the case in hand. hence, it is ordered :—

ORDER

The reference is answered in negative. The applicants as named in the list submitted with the reference are not entitled to any relief.

J. P. CHAND, Presiding Officer

LIST OF WORKMEN

1. Sh. Bandi Narsayya Ballayya
2. Sh. Sailesh Lingaswami Sopparwar
3. Sh. Durganti Sinu Rajreddy
4. Sh. Tadveni Pochmalhu Ballayya
5. Sh. Akash Lingaswami Sopperwar
6. Sh. Dipak Narsing Gandhashriwar
7. Sh. Ramgiri Ravi Ramayya
8. Sh. Solpanka Shankarayya Rajayya
9. Sh. Khando Rajkumar Ramayya
10. Sh. Gurala Rajayya Komrayya
11. Sh. Sagarla Shankar Narsayya
12. Sh. Pallayya Rajayya Mallaya
13. Sh. Bhogani Rajesh Sattayya

नई दिल्ली, 22 फरवरी, 2013

का.आ. 641.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (आईडी संख्या 307/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/284/2003-आई आर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 641.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 307/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 22-02-2013.

[No. L-22012/284/2003-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

CASE No. CGIT/NGP/307/2003 Date: 06-02-2013

Party No. 1(a) : The District Manager,
Food Corporation of India,
Ajani, Nagpur,
Nagpur-440015.

Party No. 1(b) : The Senior Regional Manager,
Food Corporation of India,
Ministry Bhawan, Dinshaw Wacha Road, Churchgate,
Mumbai-400020.

Versus

Party No. 2 : The Secretary,
Rashtriya Mazdoor Sena,
Hind Nagar Ward No. 2,
Near Boudha Vihar,
Post: Wardha, Distt.
Wardha (M. S.)

AWARD

(Dated: 6th February, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Food Corporation of India and their workmen, Shri Homraj S. Astankar, for adjudication, as per letter No. L-22012/284/2003-IR (CM-II) dated 08-12-2003, with the following schedule :—

> "Whether the action of the management of Food Corporation of India, Nagpur (M.S.) in terminating the services of Shri Homraj S. Astankar, Security Guard w.e.f. 14-03-1999 is legal and justified? If not, to what relief the concerned workman is entitled ?"

On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Homraj S. Astankar ('the workman' in short), filed the statment of claim and the management of Food Corporation of India ("Party No. 1" in short) filed their written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of Party No.1 from 15-07-1993 and he was initially engaged through a contractor. at Wardha Depot of Party No.1, as a Security Guard and he was in continuous service without any interruption till 14th March, 1999, when his services were terminated orally by Party No.1, without following the due procedure of law and he had completed more than 240 days of work in each year and the termination of his services on 14-03-1999 was not in good faith, but in colourable exercise of the rights and powers by the Party No. 1 and while terminating his services, neither one month's notice nor one month's wages in lieu of notice nor retrenchment compensation was given to him as required under section 25-F of the Act and after his illegal termination, fresh hands from the department of home guard and police were engaged by Party No. 1 to extract the duties of Security guards, in violation of the provision of section 25-H of the Act and the work which he was performing is constantly in existence and the same is of a perennial nature and as his termination is illegal and unlawful, he is entitled for reinstatement in service with continuity and full back wages.

The further case of the workman is that in 1993, he was engaged by the Party No. 1 through the contractor for a period of two years, but the contract was made only on papers and after every two years, the Party No. 1 changed the contractor on papers only and the engagement of the so-called contractor did not replace the Security Guards and he was, also not disturbed from his services and he was merely shown to be engaged by the contractors, but actually, he was working under the direct control and supervision of the Party No. 1 and the contractor had no role to play in the same and the work performed by him was being assigned to him by Party No. 1 and he was a regular employee of Party No. 1 and Party No. 1 was his real employer and not the contractor as alleged and the engagement and change of contractors by Party No. 1 from time to time was sham and only a camouflage to deny his legitimate claim and the contract between Party No. 1 and the contractor was bogus and not genuine and therefore, his oral termination from services was against the mandatory provisions of the Act and the Central Government decided to abolish the appointment of contract labour as contemplated under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and issued notification on 01-11-1990, with directions to abolish the contract labour system in the establishment of the Party No. 1 and to give employment to contract labours engaged by the management and therefore, it was the mandatory duty of the Party No. 1 to abolish the contract labour system in all places and management of FCI implemented the

notification only at Nagpur and Manmad and absorbed the Security Guards working at Nagpur and Manmad, but at Akola, Amravati, Wardha and Gondia districts, the contract labour system was continued by the management, with an intention to deprive him from the benefits under the labour laws.

It is further pleaded by the workman that his salary was paid by the Party No.1 and not by the contractor and his daily attendance was also marked by the Asstt. Manager of FCI, Wardha Depot and the Party No. 1 was supervising his work through their officers and he had no relation with the so called contractors engaged by the Party No. 1 and Party No. 1 also supplied the articles, such as, torch, lathi, whistle and uniform etc. to him and in view of the long spell of work being carried out by him, he is entitled to be reinstated in service with continuity and full back wages.

3. The Party No.1 in their written statement have pleaded inter alia that the workman was never in their employment and the workman has not impleded the contractor, who appointed him, as a Party and the workman was engaged by the contractor as a Security Guard at FCI Depot and the said contractor is a necessary party and in absence of the contractor, the proceeding cannot proceed and the workman was not in their service uninterruptedly till 14th March, 1999 and since the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of contract given to the contractor for providing Security services was up to 1998 and the same was extended as per the terms and conditions till March, 1999 and as the workman was not employed by them, there was no question of following the procedure of termination by them and they were not the employer of the workman and the services of the workman were never utilized by them as employer from 15-07-1993 to14-03-1999, without any break in service and the workman did not complete 240 days of work in a year as alleged and as the workman was engaged by the Security Contractor, there was no relationship of master and servant between them and the workman, at any point of time and under Section 10 of the Contract Labour (Regularisation and Abolition) Act, they were exempted by the Central Government, so the allegations made by the workman against them are not true and there was no question of violation of the provisions of 25 (H) of the Act and the work does not constantly exist and the work of providing security guards was given to other Government Agencies like Police Personnel and Home guards and therefore, the workman has no right to claim any relief from them and the work of security is not perennial in nature and as and when their godowns are filled with food grains, then only, services of the security guards are required and in pursuance of the notification issued by the Central Government abolishing contract labour system, they appointed Home guards and Police personnel as security guards.

The further case of party no.1 is that for the relief as claimed, the workman had filed a writ petition before the Hon'ble High Court, Nagpur Bench bearing W.P. No. 1389/99 and the Hon'ble High Court rejected the said WP and denied the reliefs prayed for and therefore, this Tribunal has no jurisdiction to decide the reference and the decision of the Hon'ble Court operates as res-judicata and they floated tenders for the contract and lowest bidder was awarded the contract and the change of contractor in every two years was not on papers only and they had no say in the appointment of security guards by the security contractor and they had no control over the appointment and service conditions of the workman, who was an employee of the security agency and he was never their employee and the security contractor was the employer of the workman.

The further case of Party No.1 is that the appropriate government decided to abolish the employment of the contract labour as contemplated under Section 10 of the Contract Labour (Regularisation and Abolition) Act, 1970 and the interpretation of the notification issued on 01- 11-1990 put by the workman is not correct and they were exempted from the operation of the Act of 1970 in the year 1989 and the said exemption was withdrawn in the year 1999 and, therefore, the security contact given to the contractor was terminated and hence, the services of the workman were terminated by the security contractor and they did not pay the salary to the workman and it was the contractor, who was. paying the same to the workman and when the contractor failed to pay the salary to the workman, they paid the amount as per the directions given by the ALC from time to time and the said amount was recovered from the contract's bill and they only used to check the attendance of the security guards to find out as to whether the contractor had made arrangement of the requisite number of security guards, as per their requirement and they did not have the power to terminate any employee appointed by the contractor and they did not provide any article, such as torch, Lathi, whistle and uniform etc. to the workman and as such, the workman is not entitled to any relief.

4. Both parties have led oral evidence in support of their respective claims, besides placing reliance on documentary evidence.

The workman in support of his claim has examined himself as a witness. In his evidence, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim.

In his cross-examination, the workman has admitted that he was engaged by the contractor and the contractor left him to the FCI and FCI had not given any advertisement for the said post and he does not know the name of the contractor and no appointment order was given to him, either by the contractor or the FCI and he has not filed any

document to show that salary was paid to him by FCI and he cannot say for how many years he served in FCI and no termination order was issued by FCI and Mr. Bokade terminated him orally and initially, he was getting Rs. 700 as salary, but he cannot say the break-up of his salary, such as basic, DA and other allowances and he has not filed any document to show that he served with FCI from 1993 to 1999. The workman has admitted that he was appointed through Singh Securities Services.

5. Shri Suresh N. Bokade, the witness examined on behalf of the party no. 1 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. In his cross-examination, this witness has stated that he has no knowledge if FCI had obtained any license from the competent authority for engagement of contract labours in FCI. The witness has admitted that the workman was working from 1993 in FCI and he was engaged for watch and ward of go-downs and the workman and 12 other workmen were keeping watch on the incoming and outgoing vehicles to and from, FCI go-downs and the contractor engaged by FCI to supply conract labourers had the required license for the same, but copy of such license was not filed and the process of engagement of contractors was done by the Regional Office of FCI and he has no personal knowledge about the details of the process of engagement of contractors and during the general election to the Parliament, FCI had submitted the names of the workman and 12 others in the list of employees submitted to the collector. This witness has denied the suggestions that the workman and 12 others were appointed by the FCI for watch and ward of the go-downs of FCI at Wardha in 1993 and that the FCI was maintaining the attendance register of the workmen. The witness has further stated that payment of wages to the workman was being done through the contractor as per the minimum wages fixed by the Government and FCI was not making any deduction from the said wages towards PF and ESI and FCI was not maintaining any duty register or salary register for the workman and the concerned Asstt. Manager and Assistants were verifying the supply of labourers by the Contractor and the contractor was submitting monthly bills for supply of labours and the workman was on duty from 1993 to 1999 in FCI.

6. At the time of argument, it was submitted by the learned advocate for the workman that the workman was engaged by the management of FCI on 15-07-1993 at Wardha depot as a security guard and he worked continuously without any interruption till 14th March, 1999 and his services were terminated orally by the party no.1, without following the due procedure of law and the workman had completed more than 240 days of work in each year and before termination of the services of the workman, neither one month's notice nor one month's wage in lieu of notice nor retrenchment compensation was given to the workman, as required under section 25-F of the Act and after termination of the services of the workman, fresh hands were engaged by party no. 1 to extract the duties of security guard, in violation of the provision of Section 25- H of the Act and the work of security guard is perennial in nature, hence the termination of the workman is void and illegal.

It was further submitted by the learned advocate for the workman that the party no. 1 had shown the workman as contract labour, but the so called contract was made only on papers and the workman was actually working under the direct control and supervision of the party no. 1 and he was never a contract labour and such action of the party no.1 was sham and only a camouflage to deny the legitimate claim of the workman and the so called contract between the management and the contractor was bogus and not genuine and the Central Government by notification dated 01-11-1990 abolished the employment of contract labour and directed to give employment to contract labours engaged by the management and therefore, the management of FCI was bound to abolish the contract labour system and to give employment to the workman.

It was also submitted by the learned advocate for the workman that party no.1 has admitted the claims made by the workman and has not been able to prove their claim that the workman was a contract labour, by producing cogent evidence in support of the same and as such, the workman is entitled for reinstatement in service with continuity and full back wages.

7. Per contra, it was submitted by the learned advocate for the party no.1 that the workman was never appointed by party no.1 and he has engaged by the contractor as a security guard and as such, the concerned contractor is a necessary party and inspite of raising such objection in the written statement, the workman did not implead the contractor as a party and for that the reference is not maintainable. It was further submitted by the learned advocate for the party no.1 that the workman was engaged by the contractor and as the contract of the contractor came to an end in March, 1999, the services of the workman were terminated by the contractor and as such, there was no question of party no.1 complying with the due procedure of termination and there was no relationship of master and servant between the party no.1 and the workman and the party no.1 was exempted by the Central Government from the ban imposed for engagement of contract labourers, so contract was given to the security contractor, as per rules, for supply of security guards and due to the notification of the Government for abolition of contract labour system, Home guards and Police personnel were appointed as security guards and party no. 1 has no control over the worrkman and the security contractor was submitting bills for payment for supply of security guards and the security contractor was paying the wages to the workman. It was further submitted by the learned advocate for the party no.1 that the workman and some others had approached

the Hon'ble High Court, Nagpur Bench in W.P. 1389 of 1999 for the reliefs sought in this reference and the Hon'ble High Court while depositing of the said petition have held that the termination of the workman by the contractor was a valid one and the action of FCI was legal and as such, the workman cannot agitate the question again and the decision of the Hon'ble High Court operates as res-judicata between the parties and the workman is not entitled to any relief.

8. First of all, I will take up the submission made by the learned advocate for the party no. 1 that the present reference is hit by the principles of res-judicata, due to the decision of the Hon'ble High Court, Nagpur Bench in W.P. 1389/99.

It is not disputed that the workman alongwith 78 others through the union, "Rashtriya Mazdoor Sena Saptahit Jaibhim" filed Writ Petition no. 1389/99 before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for their regularisation and the Hon'ble High Court did not grant such relief. On perusal of the order passed by the Hon'ble High Court on 29-07-2002 in the said writ petition, it is found that the workman and others claimed regularisation on the ground that they were employed by the contractor for doing regular work of the Food Corporation of India and in view of the same, they have became workmen of Food Corporation of India, since the work on which they were employed is of perennial nature. However, it is found from the judgment that the Hon 'ble High Court did not consider the main relief and passed the following order:

> "In view of the judgment of the Constitution Bench in Steel Authority of India Ltd. and others Vs. National Union water front workers and others [reported in 2001 (7) SCC 1], the relief sought by the petitioners cannot be granted since the petition involves disputed question of facts as also other facts which are required to be adjudicated by appropriate authority. Accordingly, the main prayer to absorb them cannot be granted.
>
> In view of the rejection of the main prayer, the question of granting other prayer does not arise. In case, the petitioners approach the appropriate authority, the appropriate authority shall take decision in the matter within a period of one year. The applicants are free to approach the appropriate authority for redressal of their grievances."

So, it is clear from the orders passed by the Hon'ble High Court as mentioned above that the Hon'ble High Court did not consider the claim made by the workman and others on merit and granted them the liberty to approach the appropriate authority for redress. Hence, the reference cannot be said to be hit by the principles of res-judicata.- So, there is no force in the contention raised by the learned. advocate for the party no. 1.

9. In this reference, it is never the case of the workman that he was directly appointed or engaged by the party no. 1 as a security guard. In the very beginning of the statement of claim, it has been mentioned by the workman that he was initially engaged at Food Corporation of India Depot, Wardha as a security guard, through a contractor. In paragraph 4 of the statement of claim, the workman has mentioned that, "In the year 1993, the workman was engaged by the Food Corporation of India through contractor, for the period of 2 years, but the contract was made on paper." The case of the workman is that after every two years, the party no. 1 on papers showed the change of contractors, but he was not disturbed from services and he worked continuously without any break till 14-03-1999 and as he worked as a security guard of perennial nature, he is entitled for reinstatement in service. The workman has also claimed that as the Central Government issued notification on 01-11-1990 to abolish the contract labour system in FCI and directed to give employment to contract labours engaged by the management and party no. 1 implemented such direction at Nagpur and Manmad only and gave employment and regularized and absorbed the services of the Security Guards working at Nagpur and Manmad and did not implement the same at Wardha and other places to deprive him from the benefits under the Labour Laws.

From the evidence on record and the own admission of the workman in the cross-examination including the specific admission that he was engaged by the contractor and the contractor left him to FCI, and he was appointed through Singh Securites Services, it is clear that the workman was engaged by the contractor. The workman has not produced any evidence to show that he was directly engaged by the Party No. 1.

10. At this juncture, I think it apropos to mention about the principles enunciated by the Hon 'ble Apex Court. regarding contract labours, in the two decisions reported in 1985-II LLJ-4 (S.C.) (The workman of the Food Corporation of India Vs M/ s Food Corporation of India) and 2001 LAB IC 3656 (S.C.) [Steel Authority of India Ltd. and others Vs. National Union Water Front Workers and others]. In the decision reported in 1985-II LLOJ -4 (supra) the Hon'ble Apex Court have held that:----

"Briefly stated, when corporation engaged a contractor for handling foodgrain at Siliguri Depot, the corporation had nothing to do with the manner of handling work done by the contractor, the labour force employed by him, payments made by him etc. In such a fact situation, there was no privity of contract of employer and workmen between the corporation and the workmen. "Workmen" has been defined (omitting the words not necessary) in the Industrial Disputes Act to mean (any person including an apprentice) employed in any industry to do ..... ". 'The expression' employed has at least two known connotations, but as used in the definition, the context would indicate

that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and employee or master and servant unless a person is thus employed there can be no question of his being a "workman" within the definition of the term as contained in the Act.

Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra (1957-I-LLJ - 477). Now where a contractor employs a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person. Therefore, when the workmen employed by the contractor were certainly not the workmen of the corporation and no claim to that effect has been made by the union."

11. In the decision reported in 2001 LAB IC - 3656 (supra) the Hon 'ble Apex Court have held that :—

"The principle that a beneficial legislation needs to be constructed liberally in favour of the class for whose benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the legislature. The intendment of the CLRA Act is to regulate the conditions of service of the contract labour and to authorize in Section 10(1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant factors. But, the presence of some or all those factors, provide no ground for absorption of contract labour on issuing notification under Section 10 (1) by the appropriate Government, is not alluded to either in Section 10 or at any other place in the Act and the consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act, it is not for the High Courts or the Supreme Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel be it absorption of contract labour in the establishment of principal employer or a lesser or a harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such clearly impermissible.

Thus on issuance of prohibition notification under S. 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. If the contract is found to be genuine and the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour. It otherwise found suitable, and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of, their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Air India's case 1997 AIR SCW 430 Over ruled prospectively. M.A.T. Nos. 1704 and 1705 of 1999, D/ - 12-8-1999 (Cal): C.O. No. 6545(W) if 1996, D/ -9-5-1997(Cal): W.A. Nos. 345-354 of 1997m D/ -17-4-1998 (Kant): W.P. No. 4050 of 1999, D/ - 2-8-2000 (Bom) and W.P. No. 2616 of 1999, D/ - 23-12-1999 (Bom), '1998 Lab IC 2571 (Cal), Reversed.

It cannot be said that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "Contract labour", "Establishment" and "W orkman" does not show that the legal relationship between the person employed in any industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "Workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that combined reading of the terms "Establishment" and "Workman" shows that a workman engaged in any establishment would have direct relationship with the principal employer as a servant of master. But what is true of a workman could not be correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. nor can such relationship be implied from the provisions of the action issuing notification under Section 10(1) of the CLRA Act. A fortiori much less can such a relationship be found to exist from the rules and the forms made there under."

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

12. In this case, the letter No. U-23013/11/89/LW dated 28.05.92, Govt. of India, Ministry of Labour shows that the prohibition of employment of contract labour in sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishments of Food Corporation of India and some other departments was lifted by the Central Government. So, the engagement of contract labour by the Party No.1 cannot be said to be illegal. It is also found from the materials on record that the appointment of labour contractor by Party No. 1 for supply of Security Guards was genuine and the same was not only on papers as claimed by the workman. The workman has failed to prove such claim by adducing cogent or reliable evidence. The engagement of labour contractor by Party No. 1 was not a mere ruse or camouflage to evade compliane of the various beneficial legislations, so as to deprive the workman of the benefits there under. The workman, has not been able to produce any document to show that at any point of time, Party No.1 paid his wages as their employee. It is clear from the evidence that Party No.1 paid wages of the last three months to the workman in presence of the Labour Commissioner, as the contractor did not pay the same. As it is clear from the evidence on record that the workman was engaged as a contract labour with Party No.1, by the contractor and as such, it can be held that there was no relationship of master and servant between the. Party No.1 and the workman. Hence, there was no question of termination of the services by the Party No.1 or compliance of the provisions of Sections 25-F or 25-H of the Act.

13. It is the own case of the workman that he was engaged by the contractor. So, the contractor, who had engaged the workman is a necessary party in the reference. The said contractor has not been added as a party in this reference. Due to non joinder of necessary party, the reference is bad in law.

In view of the materials on record and the discussions made above, the reference cannot be answered in favour of the workman. Hence, it is ordered :-

ORDER

The reference is answered in the negative. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 642. – औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय आसनसोल के पंचाट (आईडी संख्या 27/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/02/2013 को प्राप्त हुआ था ।

[सं. एल-22012/145/2004-आई आर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 642.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 27/2005) of the Central Government Industrial-Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial dispute between the management of Ratibati Colliery of M/s. ECL, and their workmen, received by the Central Government on 22-02-2013.

[No. L-22012/145/2004-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-CUM-LABOUR COURT, ASANSOL

Present: Sri Jayanta Kumar Sen. Presiding Officer

Reference No. 27 of 2005

Parties: The management of Ratibati Colly., M/s. ECL, Burdwan (WB)

Vs.

The Dy. President, CMU, Asansol (WB)

Representatives:

For the management: None

For the union (Workman): None

Industry: Coal State : West Bengal

Dated-16-01-2013

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour vide its Order No. L-22012/145/2004-IR (CM-II) dated 04-03-2005 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of dismissal accorded to Sh. Teka Bhuiya by the management of Chapuikhas Colliery of M/s. Eastern Coalfields Limited is legal and justified? If not, to what relief he is entitled to?"

Having received the Order of Letter No. L-22012/145/2004-IR (CM-II) dated 04-03-2005 of the above said reference from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 27 of 2005 was registered on 12-04-2005 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the

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date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

On perusal of the case record it is found that the dispute has already been settled for reinstatement of Sri Teka Bhuiya, the concerned workman vide G.M. Satgram Area of ECL's Letter No. SAT/PER/Re-instatement/2011/322 dated 23-09-2011 and the Form 'H' enclosed therein duly signed by the concerned workman, Sri Teka Bhuiya and the representatives of the management.

Considering the above facts, the case is closed and accordingly it is awarded that the case has been settled as per Form 'H', memorandum of settlement between both the parties, as an integral part of it. The terms and conditions of the settlement shall be binding upon both the parties. Hence, the case is closed. Accordingly, it is hereby ordered.

ORDER

Let an "Award" be and the same is passed as per above discussion. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 643.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचाट (आईडी संख्या 04/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/546/1995-आई आर (सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 643.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/1997) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial dispute between the employers in relation to the management of ECL, and their workman, which was received by the Central Government on 22-02-2013.

[No. L-22012/546/1995-IR(C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present: Sri Jayanta Kumar Sen, Presiding Officer

Reference No. 04 of 1997

Parties: The management of Khendra Colly., M/s. ECL, Burdwan (WB)

Vs.

The Org.Secy. (Legal), CMU, Ukhra (W.B.)

Representatives:

For the management: Sri P.K. Das, Ld. Advocate

For the union (Workman): None

Industry: Coal State : West Bengal

Dated -07-02-13

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its Order No. L-22012/546/95-IR (C-II) dated 17-01-1997 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Khendra Colliery under Bankola Area of M/s. ECL in dismissing Sh. Shankar Sardar, Underground Dresser, from services w.e.f. 05-05-1998 is legal? If not, what relief the workman is entitled to ?"

Having received the Order of Letter No. L-22012/546/95-IR (C-II) dated 17-01-1997 of the above said reference from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 04 of 1997 was registered on 27-01-1997 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

On perusal of the case record it has found that the workman is neither appearing nor taking any step since 11-03-2008 despite registered notices. It seems that the workman is now no more interested to proceed with the case further. The case is also too old - 1997. As such, the case is closed and accordingly an order of "No Dispute Award" is hereby passed.

ORDER

Let an "Award" be and the same is passed as "No Dispute" existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 644.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (आईडी संख्या 290/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/233/2003-आई आर (सी एम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 644.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 290/2003) of the Central Govt. Industrial Tribunal-cum- Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workmen, which was received by the Central Government on 22-02-2013.

[No. L-22012/233/2003-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/290/2003 Date : 06-02-2013.

Party No. 1(a) : The District Manager,
Food Corporation of India,
Ajani, Nagpur-440015., Nagpur

Party No. 1(b) : The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha Road, Churchgatye,
Mumbai-400020.

Versus

Party No. 2 : The Secretary,
Rashtriya Mazdoor Sena, Hind Nagar
Ward No. 2, Near Boudha Vihar,
Post : Wardha, Distt. Wardha (M.S.)

AWARD

(Dated : 6th February, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Food Corporation of India and their workman, Shri Rajesh Wamanrao Bokade, for adjudication, as per letter No. L-22012/233/2003-IR (CM-II) dated 08-12-2003, with the following schedule :

> "Whether the action of the management of Food Corporation of India, Nagpur (M.S.) in terminating the services of Shri Rajesh Wamanrao Bokade, Security Guard w.e.f. 14-03-1999 is legal and justified? If not, to what relief the concerned workman is entitled ?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Rajesh Wamanrao Bokade ("the workman" in short), filed the statement of claim and the management of Food Corporation of India ("Party No. 1" in short) filed its written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of Party No. 1 from 17-08-1995 and he was initially engaged through a contractor at Wardha Depot of Party No. 1, as a Security Guard and he was in continuous service without any interruption till 14th March, 1999, when his services were terminated orally by Party No. 1, without following the due procedure of law and he had completed more than 240 days of work in each year and the termination of his services on 14-03-1999 was not in good faith, but in colourable exercise of the rights and powers by the Party No. 1 and while terminating his services, neither one month's notice nor one month's wages in lieu of notice nor retrenchment compensation was given to him as required under section 25-F of the Act and after his illegal termination, fresh hands from the department of home guard and police were engaged by Party No. 1 to extract the duties of Security guards, in violation of the provision of section 25-H of the Act and the work which he was performing is constantly in existence and the same is of a perennial nature and as his termination is illegal and unlawful, he is entitled for reinstatement in service with continuity and full back wages.

The further case of the workman is that in 1993, he was engaged by the Party No. 1 through the contractor for a period of two years, but the contract was made only on papers and after every two years, the Party No. 1 changed the contractor on papers only and the engagement of the so-called contractor did not replace the Security Guards and he was also not disturbed from his services and he was merely shown to be engaged by the contractors, but actually he was working under the direct control and supervision of the Party No. 1 and the contractor had no role to play in the same and the work performed by him was being assigned to him by Party

No. 1 and he was a regular employee of Party No. 1 and Party No. 1 was his real employer and not the contractor as alleged and the engagement and change of contractors by Party No. 1 from time to time was sham and only a camouflage to deny his legitimate claim and the contract between Party No. 1 and the contractor was bogus and not genuine and therefore, his oral termination from services was against the mandatory provisions of the Act and the Central Government decided to abolish the appointment of contract labour as contemplated under section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and issued notification on 01-11-1990 with directions to abolish the contract labour system in the establishment of the Party No.1 and to give employment to contract labours engaged by the management and therefore, it was the mandatory duty of the Party No. 1 to abolish the contract labour system in all places and management of FCI implemented the notification only at Nagpur and Manmad and absorbed the Security Guard working at Nagpur and Manmad, but at Akola, Amravati, Wardha and Gondia districts, the contract labour system was continued by the management, with an intention to deprive him from the benefits under the labour laws.

It is further pleaded by the workman that his salary was paid by the Party No. 1 and not by the contractor and his daily attendance was also marked by the Asstt. Manager of FCI, Wardha Depot and the Party No. 1 was supervising his work through their officers and he had no relation with the so called contractor engaged by the Party No. 1 and Party No. 1 also supplied the articles, such as, torch, lathi, whistle and uniform etc to him and in view of the long spell of work being carried out by him, he is entitled to be reinstated in service with continuity and full back wages.

3. The Party No. 1 in their written statement have pleaded inter alia that the workman was never in their employment and the workman has not impleded the contractor, who appointed him, as a Party and the workman was engaged by the contractor as a Security Guard at FCI Depot and the said contractor is a necessary party and in absence of the contractor, the proceeding cannot proceed and the workman was not in their service uninterrrptedly till 14th March, 1999 and since the contract of the contractor came to an end, the service of the workman were terminated by the contractor and the original period of contract given to the contractor for providing Security services was up to 1998 and the same was extended as per the terms and conditions till March, 1999 and as the workman was not employed by them, there was no question of following the procedure of termination by them and they were not the employer of the workman and the services of the workman were never utilized by them as employer from 17-08-1995 to 14-03-1999, without any break in service and the workman did not complete 240 days of work in a year as alleged and as the workman was engaged by the Security Contractor, there was no relationship of master and servant between them and the workman at any point of time and under section 10 of the Contract Labour (Regularisation and Abolition) Act, they were exempted by the, Central Government, so the allegations made by the workman against them are not true and there was no question of violation of the provisions of 25 (H) of the Act and the work does not constantly exist and the work of providing security guards was given to other Government Agencies like Police Personnel and Home guards and therefore, the workman has no right to claim any relief from them and the work of security is not perennial in nature and as and when their go-downs are filled with food grains, then only, services of the security guards are required and in pursuance of the notification issued by the Central Government abolishing contract labour system, they appointed Home guards and Police personnel as security guards.

The further case of party no. 1 is that for the reliefs as claimed, the workman had filed a writ petition before the Hon'ble High Court, Nagpur Bench bearing W.P. No. 1389/99 and the Hon'ble High Court rejected the said WP and denied the reliefs prayed for and therefore, this Tribunal has no jurisdiction to decide the reference and the decision of the Hon'ble Court operates as res-judicata and they floated tenders for the contract and lowest bidder was awarded the contract and the change of contractor in every two years was not on papers only and they had no say in the appointment of security guards by the security contractor and they had no control over the appointment and service conditions of the workman, who was an employee of the security agency and he was never their employee and the security contractor was the employer of the workman.

The further case of party no. 1 is that the appropriate government decided to abolish the employment of the contract labour as contemplated under section 10 of the Contract Labour (Regularisation and Abolition) Act, 1970 and the interpretation of the notification issued on 01-11-1990 put by the workman is not correct and they were exempted from the operation of the Act of 1970 in the year 1989 and the said exemption was withdrawn in the year 1999 and therefore, the security contact given to the contractor was terminated and hence, the services of the workman were terminated by the security contractor and they did not pay the salary to the workman and it was the contractor, who was paying the same to the workman and when the contractor failed to pay the salary to the workman, they paid the amount as per the directions given by the ALC from time to time and the said amount was recovered from the contract's bill and they only used to check the attendance of the security guards to find out as to whether the contractor had made arrangement of the requisite

number of security guards, as per their requirement and they did not have the power to terminate any employee appointed by the contractor and they did not provide any article, such as torch, Lathi, whistle and uniform etc. to the workman and as such, the workman is not entitled to any relief.

4. It appears from record that in support of his case, though the workman filed his evidence on affidavit, he did not appear for his cross-examination. As the evidence of the workman has not been tested by way of cross-examination, the same cannot be considered.

5. Shri Suresh N. Bokade, the witness examined on behalf of the party no.1 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. In his cross-examination, this witness has stated that he has no knowledge if FCI had obtained any license from the competent authority for engagement of contract labours in FCI. The witness has admitted that the workman was working from 1995 in FCI and he was engaged for watch and ward of go-downs and the workman and 12 other workmen were keeping watch on the incoming and outgoing vehicles to and from FCI go-downs and the contractor engaged by FCI to supply contract labourers had the required license for the same, but copy of such license was not filed and the process of engagement of contractors was done by the Regional Office of FCI and he has no personal knowledge about the details of the process of engagement of contractors and during the general election to the Parliament, FCI had submitted the names of the workman and 12 others in the list of employees submitted to the collector. This witness has denied the suggestions that the workman and 12 others were appointed by the FCI for watch and ward of the go-downs of FCI at Wardha in 1993 and that the FCI was maintaining the attendance register of the workmen. The witness has further stated that payment of wages to the workman was being done through the contractor as per the minimum wages fixed by the Government and FCI was not making any deduction from the said wages towards PF and ESI and FCI was not maintaining any duty register or salary register for the workman and the concerned Asstt. Manager and Assistants were verifying the supply of labourers by the Contractor and the contractor was submitting monthly bills for supply of labours and the workman was on duty from 1995 to 1999 in FCI.

6. At the time of argument, it was submitted by the learned advocate for the workman that the workman was engaged by the management of FCI on 17-08-1995 at Wardha depot as a security guard and he worked continuously without any interruption till 14th March, 1999 and his services were terminated orally by the party no. 1, without following the due procedure of law and the workman had completed more than 240 days of work in each year and before termination of the services of the workman, neither one month's notice nor one month's wage in lieu of notice nor retrenchment compensation was given to the workman, as required under section 25-F of the Act and after termination of the services of the workman, fresh hands were engaged by party no. 1 to extract the duties of security guard, in violation of the provision of section 25- H of the Act and the work of security guard is perennial in nature, hence the termination of the workman is void and illegal.

It was further submitted by the learned advocate for the workman that the party no. 1 had shown the workman as contract labour, but the so called contract was made only on papers and the workman was actually working under the direct control and supervision of the party no. 1 and he was never a contract labour and such action of the party no. 1 was sham and only a camouflage to deny the legitimate claim of the workman and the so called contract between the management and the contractor was bogus and not genuine and the Central Government by notification dated 01-11-1990 abolished the employment of contract labour and directed to give employment to contract labours engaged by the management and therefore, the management of FCI was bound to abolish the contract labour system and to give employment to the workman.

It was also submitted by the learned advocate for the workman that party no. 1 has admitted the claims made by the workman and has not been able to prove their claim that the workman was a contract labour, by producing cogent evidence in support of the same and as such, the workman is entitled for reinstatement in service with continuity and full back wages.

7. Per contra, it was submitted by the learned advocate for the party no.1 that the workman was never appointed by party no.1 and he has engaged by the contractor as a security guard and as such, the concerned contractor is a necessary party and inspite of raising such objection in the written statement, the workman did not implead the contractor as a party and for that the reference is not maintainable. It was further submitted by the learned advocate for the party no.1 that the workman was engaged by the contractor and as the contract of the contractor came to an end in March, 1999, the services of the workman were terminated by the contractor and as such, there was no question of party no.1 complying with the due procedure of termination and there was no relationship of master and servant between the party no.1 and the workman and the party no.1 was exempted by the Central Government from the ban imposed for engagement of contract labourers, so contract was given to the security contractor, as per rules, for supply of security guards and due to the notification of the Government for abolition of contract labour system. Home guards and Police personnel were appointed as security guards and party no.1 has no control over the workman and , the security contractor was submitting bills

for payment for supply of security guards and the security contractor was paying the wages to the workman. It was further submitted by the learned advocate for the party no.1 that the workman and some others had approached the Hon'ble High Court, Nagpur Bench in W.P. 1389 of 1999 for the reliefs sought in this reference and the Hon'ble High Court while depositing of the said petition have held that the termination of the workman by the contractor was a valid one and the action of FCI was legal and as such, the workman cannot agitate the question again and the decision of the Hon'ble High Court operates as res-judicata between the parties and the workman is not entitled to any relief.

8. First of all, I will take up the submission made by the learned advocate for the party no. 1 that the present reference is hit by the principles of res-judicata, due to the decision of the Hon'ble High Court, Nagpur Bench in W.P. 1389/99.

It is not disputed that the workman along with 78 others through the union, "Rashtriya Mazdoor Sena Saptahit Jaibhim" filed Writ Petition no. 1389/99 before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for their regularisation and the Hon'ble High Court did not grant such relief. On perusal of the order passed by the Hon'ble High Court on 29-07-2002 in the said writ petition, it is found that the workman and others claimed regularisation on the ground that they were employed by the contractor for doing regular work of the Food Corporation of India and in view of the same, they have became workmen of Food Corporation of India, since the work on which they were employed is of perennial nature. However, it is found from the judgment that the Hon'ble High Court did not consider the main relief and passed the following order :

> "In view of the judgment of the Constitution Bench in Steel Authority of India Ltd. and Others Vs. National Union Water front workers and others [reported in 2001 (7) SCC 1], the relief sought by the petitioners cannot be granted since the petition involves disputed question of facts as also other facts which are required to be adjudicated by appropriate authority. Accordingly the main prayer to absorb them cannot be granted.
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> XX XX XX XX

In view of the rejection of the main prayer, the question of granting other prayer does not arise. In case, the petitioners approach the appropriate authority, the appropriate authority shall take decision in the matter within a period of one year. The applicants are free to approach the appropriate authority for redressal of their grievances."

So, it is clear from the orders passed by the Hon'ble High Court as mentioned above that the Hon'ble High Court did not consider the claim made by the workman and others on merit and granted them the liberty to approach the appropriate authority for redress. Hence, the reference cannot be said to be hit by the principles of res-judicata. So, there is no force in the contention raised by the learned advocate for the party no.1.

9. In this reference, it is never the case of the workman that he was directly appointed or engaged by the party no. 1 as a security guard. In the very beginning of the statement of claim, it has been mentioned by the workman that he was initially engaged at Food Corporation of India Depot, Wardha as a security guard, through a contractor. In paragraph 4 of the statement of claim, the workman has mentioned that, "In the year 1993, the workman was engaged by the Food Corporation of India through contractor, for the period of 2 years, but the contract was made on paper." The case of the workman is that after every two years, the party no. 1 on papers showed the change of contractors, but he was not disturbed from services and he worked continuously without any break till 14-03-1999 and as he worked as a security guard of perennial nature, he is entitled for reinstatement in service. The workman has also claimed that as the Central Government issued notification on 01-11-1990 to abolish the contract labour system in FCI and directed to give employment to contract labours engaged by the management and party no. 1 implemented such direction at Nagpur and Manmad only and gave employment and regularized and absorbed the services of the Security Guards working at Nagpur and Manmad and did not implement the same at Wardha and other places to deprive him from the benefits under the Labour Laws.

From the evidence on record and the own admission of the workman in the statement of claim that he was engaged by the contractor and the contractor left him to FCI, it is clear that the workman was engaged by the contractor.The workman has not produced any evidence to show that he was directly engaged by the Party No. 1.

10. At this juncture, I think it apropos to mention about the principles enunciated by the Hon'ble Apex Court regarding contract labours, in the two decisions reported in 1985-II LLJ 4 (S.C.) (The workman of the Food Corporation of India Vs. M/s. Food Corporation of India) and 2001 LAB IC 3656 (SC) (Steel Authority of India Ltd. and Others Vs. National Union Water Front Workers and Others).

In the decision reported in 1985- II LLOJ -4 (supra) the Hon'ble Apex Court have held that :-

> Briefly stated, when corporation engaged a contractor for handling foodgrain at Siliguri Depot, the corporation had nothing to do with the manner of handling work done by the contractor, the labour force employed by him, payments made by him etc.

In such a fact situation, there was no privity of contract of employer and workmen between the corporation and the workmen. "Workmen" has been defined (omitting the words not necessary) in the Industrial Disputes Act to mean (any person including an apprentice) employed in any industry to do..... The expression' employed has at least two known connotations, but as used in the definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command. and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and employee or master and servant unless a person is thus employed there can be no question of his being a "workman" within the definition of the term as contained in the Act. Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra (1957-II-LLJ-477). Now where a contractor employs a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person. Therefore, when the workmen employed by the contractor were certainly not the workmen of the corporation and no claim to that effect has been made by the union."

11. In the decision reported in 2001 LAB IC - 3656 (supra) the Hon 'ble Apex Court have held that :-

The principle that a beneficial legislation needs to be constructed liberally in favour of the class for whose benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the legislature. The intendment of the CLRA Act is to regulate the conditions of service of the contract labour and to authorize in Section 10(1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant factors. But, the presence of some or all those factors, provide no ground for absorption of contract labour on issuing notification under Section 10(1) by the appropriate Government, is not alluded to either in Section 10 or at any other place in the Act and the consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act. it is not for the High Courts or the Supreme Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel be it absorption of contract labour in the establishment of principal employer or a lesser or a harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such clearly impermissible.

Thus on issuance of prohibition notification under S. 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. If the contract is found to be genuine and the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour. It otherwise found suitable, and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Air India's case 1997 AIR SCW 430 Overruled prospectively. M.A.T. Nos. 1704 and 1705 of 1999, D/- 12-8-1999 (Cal): C.O. No. 6545(W) if 1996, D/ 9-5-1997(Cal): W.A. Nos. 345-354 of 1997m D/ - 17-4-1998 (Kant): W.P. No. 4050 of 1999, D/ - 2-8-2000 (Bom) and W.P. No. 2616 of 1999, D/ - 23-12-1999 (Bom), 1998 Lab IC 2571 (Cal). Reversed.

It cannot be said that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "Contract labour", "Establishment" and "Workman" does not show that the legal relationship between the person employed in any industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "Workman" is defined in wide terms.

It is a generic term of which contract labour is a species. It is true that combined reading of the terms "Establishment" and "Workman" shows that a workman engaged in any establishment would have direct relationship with the principal employer as a servant of master. But what is true of a workman could not be correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour nor can such relationship be implied from the provisions of the action issuing notification under Section 10(1) of the CLRA Act. A fortiori much less can such a relationship be found to exist from the rules and the forms made there under."

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

12. In this case, the letter No. U-23013/11/89/LW dated 28-05-92, Govt. of India, Ministry of Labour shows that the prohibition of employment of contract labour in sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishments of Food Corporation of India and some other departments was lifted by the Central Government. So, the engagement of contract labour by the Party No.1 cannot be said to be illegal. It is also found from the materials on record that the appointment of labour contractor by Party No. 1 for supply of Security Guards was genuine and the same was not only on papers as claimed by the workman. The workman has failed to prove such claim by adducing cogent or reliable evidence. The engagement of labor contractor by Party No. 1 was not a mere ruse or camouflage to evade compliance of the various beneficial legislations, so as to deprive the workman of the benefits there under. The workman has not been able to produce any document to show that at any point of time, Party No.1 paid his wages as their employee. It is clear from the evidence that Party No.1 paid wages of the last three months to the workman in presence of the Labour Commissioner, as the contractor did not pay the same. As it is clear from the evidence on record that the workman was engaged as a contract labour with Party No.1, by the contractor and as such, it can be held that there was no relationship of master and servant between the Party No.1 and the workman. Hence, there was no question of termination of the services by the Party No.1 or compliance of the provisions of Sections 25-F or 25-H of the Act.

13. It is the own case of the workman that he was engaged by the contractor. So the contractor, who had engaged the workman is a necessary party in the reference. The said contractor has not been added as a party in this reference. Due to non-joinder of necessary party, the reference is bad in law.

In view of the materials on record and the discussions made above, the reference cannot be answered in favour of the workman. Hence, it is ordered :-

ORDER

The reference is answered in the negative. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 645 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण /श्रम न्यायायल, असनसोल के पंचाट (आईडी संख्या 26/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22 02 2013 को प्राप्त हुआ था ।

[सं. एल 22012/18/2002 आई आर (सी एम II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 645.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 26/2002) of the Cent. Govt. Indus. Tribunal-cum- Labour Court, ASANSOL as shown in the Annexure in the Industrial Dispute between the management of Lacchipur Colliery, M/s. Eastern Coalfields Limited and their workmen, which was received by the Central Government on 22-02-2013.

[No. L-22012/18/2002-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present : Sri Jayanta Kumar Sen, Presiding Officer

Reference No. 26 of 2002

Parties : The management of Lacchipur Colliery under Kajora Area of M/s. ECL, Burdwan

Vs.

Sri Tapan Mazumdar, Bidhanbag, (WB)

Representatives :

For the Management	: Shri P.K. Das, Ld. Advocate
For the union (Workman) Representative	: Shri Sayantan Mukherjee, Ld. Advocate
Industry : Coal	: State : West Bengal

Dated 06-02-13

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its Order No. L-22012/18/2002-(IR. (CM-II) dated 08-08-2002 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Lacchipur Colliery under Kajora Area of M/s. Eastern Coalfield Limited in dismissing Sri Tapan Mazumdar, Pit Clerk from service is legal and justified? If not, what relief is the workman entitled ?"

Having received the Order of Letter No.L-22012/18/2002-(IR.(CM-II) dated 08-08-2002 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 26 of 2002 was registered on 20-08-2002 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

The workman Tapan Mazumdar was found continuous absence duty since 06-07-98 to 31-12-98 without any information, for which a domestic enquiry was held. During enquiry it was found that earliar also he remained absent unauthorisedly due to which he was punished by the Management which has been admitted by the workman Tapan Mazumdar is his affidavit is chief dated. 16-03-2010 is last that one para on page-5. The learned lawyer Sri Sayantan Mukherjee, Advocate, of the workman has submitted that "it is a case of Double Jeopardy" and " Nemo debet bis vesri", but in my opinion the provision of Double Jeopardy will not applicable in the present case and because the workman Tapan Mazumdar was punished earliar for his misconduct which the workman has admitted in his evidence (examination-in- chief) as earliar referred.

But instead of misconduct of the workman, referred above, I find that the workman was suffering jaundice (Hepatitis-B) as per medical report of the doctor dated 31-13-98 and the doctor has given fitness-certificate, so, in my opinion the workman Tapan Mazumdar should be given a chance by way of "last chance" so that he can reform himself in future. In my opinion though the conduct of the workman is "remaining unauthorized absent", but the decision of the Management by dismissing from service is a very harsh and capital punishment to him and by this decision of the Management, the workman along with all his family member are thrown on Street for begging which is against the Natural Justice.

Accordingly the action of the Management in dismissing Tapan Mazumdar, Pit Clerk, from service is not legal and justified and the same is fit to the set aside. But considering the previous conduct of the workman, I hold that the Management before permitting him to join, he must be directed to execute a bond that in future he will not remain unauthorized absent, and if he will found again unauthorized absent he should be dismissed at once. So far back wages from 31-12-98. is concurred, the workman Tapan Mazumdar with be entitled only 50% of the amount of back wages.

ORDER

Let an "Award" be and the same is passed as per above discussion. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 646. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (आईडी संख्या 222/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/521/1999-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 646.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.222/2000) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, NAGPUR as shown in the Annexure, in the industrial dispute between the management of WCL and their workmen, which was received by the Central Government on 22-02-2013.

[No. L-22012/521/1999-IR (CM-II)]

B. M. PATNAIK Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/222/2000 Date : 08-02-2013.

870 GI/13 - 24

Party No. 1 : The Sub Area Manager,
Sillewara Colliery, Tah. Saoner,
Distt. Nagpur.

Versus

Party No. 2 : Shri Somraj Timaji Rakshit
Ward no. 2, Khaparkheda,
The. Saoner,
Distt. Nagpur.

AWARD

(Dated : 8th February, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman, Shri Somraj Rakshit, for adjudication, as per letter No. L-22012/521/99-IR (CM-II) dated 13-07-2000, with the following schedule :

> "Whether the action of the management of Western coalfields Ltd. through its Suptd. of Mines, Manager, Sillewara Colliery, Tah. Saoner, Distt. Nagpur in dismissing the services of Sh. Somraj Timaji Rakshit w.e.f. 20-03-99 is legal & justified ? If not, to what relief the concerned workman is entitled ?"

On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Somraj Rakshit, ("the workman" in short), filed the statement of claim and the management of WCL, ("Party No. 1" in short) filed their written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of party no. 1 since 07-01-1974, as Manson Cat-II and his service record was clean and without any stigma and he was working in the underground and in the year 1984, while working in the underground, he met with a fatal accident and sustained injury on his left leg with a rusted iron and due to sustaining of such injury, his entire left leg was poisoned and for the same, his left leg was operated and after his recovery, he was provided light duty by party no. 1. The further case of the workman is that he was not fully recovered from the injury sustained by him and poisoning of his left leg slowly increased and as such, he was admitted in J N Hospital, Kamptee for further treatment on 12-10-1995 and he remained under medical treatment in the said hospital till 01-11-1995 and at the time of his discharge from the said hospital, he was advised by the doctor for taking bed rest from 02-11-1995 till 19-02-1996 and on 20-02-1996, he was given the certificate of fitness for doing light duty and he was provided with light duty by the party no.1 and while he was doing the light duty, on 30-05-1996, a rail line fell on his right leg and his right great toe was fractured and he was admitted in the hospital immediately and proceeded on sick leave w.e.f. 31-05-1996 till 04-07-1996, as per the advice of the medical officer and after his recovery, he resumed his duties w.e.f. 05-07-1996 and submitted the medical bills and x-ray report and the same were duly acknowledged by party no.1 on 17-06-1996, but the safety officer did not take any step for reimbursement of the medical bills submitted by him and payment of his wages for the period of his availing such leave, so he made complaint against the safety officer to the higher authority and as the higher authority called for explanation from the safety officer for negligence in duty, the safety officer became annoyed with him and to take revenge for making complaint to the higher authority, forced him to work in the underground, but the civil surgeon, G.H. Hospital, Nagpur issued a certificate on 14-05-1997 advising the party no. 1 to provide light work for two months w.e.f. 14-05-1997, but in spite of such advice, he was not provided with light work and he was completely unable to work in the underground, due to severe trouble in walking and without considering the advice of the civil surgeon, party no. 1 did not allow him to resume his duties for light work and marked him absent from duty, by way of vengeance and he was constrained to file writ petition no. 2511 of 1997 and notice of the said writ petition was served on party no.1, but inspite of the same, party no. 1 issued the charge sheet dated 14-02-1998 against him and on 05-03-1998, he gave his reply, requesting party no. 1 to stay the enquiry proceedings till the disposal of the writ petition, but party no.1 did not pay any heed to his request and he appeared before the enquiry officer, as and when he was called upon, but he was sent back on one pretext or the other or due to the reason of the enquiry officer being busy in other matters and on 01-02-1999, he appeared personally before the enquiry officer and wanted to deliver a letter, but the enquiry officer refused to accept the letter, so he sent the letter by post, which was received by the enquiry officer on 01-02-1999, but no reply was given to the same and on 04-02-1999, he again sent a registered letter requesting to allow him to participate in the enquiry proceedings and the said letter was duly acknowledged on 05-02-1999 and after waiting for a long time, he approached the Assistant Labour Commissioner (Central), Nagpur by filing a complaint on 12-02-1999 and soon after the filing of the complaint, on 15-02-1999, he received the enquiry report dated 12-02-1999 and on the same day, he submitted an application to party no. 1 intimating that on 04-02-1999 i.e. before the submission of the enquiry report, he had requested the enquiry officer to give proper opportunity of defence and the ALC issued the letter dated 10-03-1999 to party no.1 asking them to give their comments, but party no.1 avoided to give any reply and instead of appearing before the ALC, on 17-03-1999 issued a show cause notice to him, under certificate of posting, which was received by him on 25-03-1999 and the such fact is

evident from the postal seal on the envelop, even though, it was necessary to send the show cause notice under registered post with AD and to allow him 72 hours time after receipt of the show cause notice, but party no. 1 did not do so, with mala fide intention and passed the order of dismissal on 20-03-1999 and it can be seen that both the show cause notice and order of dismissal were ready on 17-03-1999 itself, as the order of dismissal was a cyclostyled copy and the same was only a paper formality, to show that 72 hours time was given to him to file his explanation to the show cause notice and party no. 1 did not deem it necessary even to wait for his application and the same shows the mala fide intention of party no. 1 and that party no. 1 was predetermined for his dismissal from services.

The further case of the workman is that he was absent from the headquarters from 24-03-1999 to 26-03-1999 for some urgent pressing work and after his returned to his house in the evening of 26-03-1999, the letter dated 17-03-1999 was handed over to him by his family members and due to making consultation with his consultant, preparation of the show cause and due to closure of the office of party no. 1, he could able to file the show cause only on 30-03-1999 and the order of dismissal from services is by way of victimization and colourable exercise of the employer's right and mala fide intention.

It is also pleaded by the workman that he was not absented himself from duty, but he was not provided with work on surface even after the advice of the medical officer and he was not produced before the medical board, as directed by the Hon'ble High Court of Judicature of Bombay, Nagpur Bench, Nagpur and only after his medical examination by the Medical Board, he should have been asked to work in the underground and he was already directed to perform light work on surface, due to "varicose vein, left leg", vide medical certificate dated 14-05-1997, issued by the Civil Surgeon, G. II. Hospital, Nagpur and he had put in more than 240 days of attendance on surface and he had submitted the letter dated 28-06-1997 elaborately mentioning therein of his putting 240 days of attendance from 20-02-1996 to 14-04-1997 and he was not provided work and sent back from work w.e.f. 15-04-1997, though work was available on surface and party no. 1 vide letter 28-09-1998 directed him to appear at J.N. Hospital for his medical examination and party no. 1 got the certificate as desired by them only to harass him.

The further case of the workman is that neither he was allowed by party no.1 to participate in the enquiry nor the copies of the depositions of the witnesses recorded in the enquiry and the enquiry report were supplied to him and the alleged enquiry as held was entirely against the principles of natural justice and the order of dismissal passed by the party no. 1 is illegal, improper and bad in law and as such, the order of punishment is to be set aside and he is to be reinstated in service with continuity and full back wages and he is also entitled to get the wages for the period for which he was not provided work by party no.1 i.e. from 15-04-1997 to 20-03-1999, the date of the order of his dismissal.

3. The party no. 1 in their written statement, denying the allegations made in the statement of claim have pleaded inter alia that the workman was appointed in the capacity of Misc. Mazdoor category-I on 07-01-1974 and not as Mason cat-II and he was regularized as Mason Helper cat-II w.e.f. 01-01-1987 and the allegations that, "in 1984, the workman met with an accident and his left leg was poisoned and after his recovery, he was given light work and he was not recovered from the injury fully and his leg was poisoned again and that he was admitted in J.N. Hospital, and he was treated from 12-10-1995 to 01-11-1995 and after his recovery, he was advised by the medical officer for taking rest from 02-11-1995 till 19-02-1996 and he was declared fit to do light work on 20-02-1996" are false, malicious and mischievous and a totally concocted story created just with an ulterior motive to gain the sympathy of the Tribunal and the workman took treatment for varicose veins and was operated for the same at J.N. Hospital, Kamptee on 17-10-1995 and he was discharged from the hospital on 01-11-1995 and varicose vein cannot be caused by any traumatic injury and after discharge from the hospital, the workman was on sick leave from 02-11-1995 to 19-2-1996 and after his recovery, though the workman was declared fit to do the original job by the medical officer, on the request of the workman and on humanitarian ground, he was given surface job from 20-02-1996 and he continued on surface job till 14-07-1997 and the workman had filed writ petition no. 2511/97 claiming the reliefs to allow him to work on surface with light duty, to declare him unfit medically and to offer job to his son and promote him to next higher grade and the Hon'ble High Court, by order dated 17-11-1998, dismissed the petition after considering all the aspects of the case and the certificate issued by the Civil Surgeon to give light duty to the workman was only for a period of 2 months, which was already expired way back and during the pendency of the writ petition filed by the workman, he was examined by the panel of doctors and the report of the panel of doctors did not indicate any disability of the workman and as the workman remained absent from the work continuously for a long time, they were constrained to issue the charge sheet dated 14-02-1998 and following the principles of natural justice, the workman was given ample opportunities to defend himself, but the workman failed to avail the opportunities given to him and did not bother to appear before the enquiry officer and the enquiry officer vide his letter dated 18-04-1998 intimated the workman the next date of the enquiry to have been fixed to 22-04-1998 and the workman vide his letter dated 22-04-1998 requested for adjournment of the enquiry, on the ground of his inability to attend the enquiry for the sickness of his wife and as such, the enquiry officer

adjourned the enquiry to 13-05-1998 and intimated the workman about the date of enquiry vide letter no. 864 dated 28-04-1998, but the workman again requested for adjournment of the enquiry vide letters dated 12-05-1998 and 13-05-1998 and the enquiry officer adjourned the enquiry to 13-1-1999 and 14-01-1999, with due intimation to the workman, vide his letter no.10 dated 6/7-01-1999 and the workman again requested for adjournment, on the ground of non-availability of his co-worker, so the enquiry officer adjourned, the enquiry to 22-01-1999 and 23-01-1999 and intimated the dates to the workman vide letter no. 103 dated 18-01-1999 and then only, for the first time, the workman requested for giving him an opportunity to submit his explanation to the charge sheet and to stop the enquiry proceedings and the enquiry officer in all fairness, adjourned the proceedings, in order to enable the workman to file his explanation to the charge sheet and issued letter no. 127 dated 25-01-1999, asking the workman to appear before him within three days of the receipt of the said letter during the office hours with all supporting documents, witnesses and representative, if any and it was also communicated to the workman that the said opportunity was given to him as a last chance, but inspite of the same, the workman failed to avail the opportunity and did not appear before the enquiry officer and the workman neither appeared before the enquiry officer personally on 01-02-1999 nor sent any letter on 04-02-1999 to them by post, as alleged and the show cause notice was issued to the workman on 17-03-1999 under certificate of posting and admittedly the notice was received by the workman and inspite of receipt of the show cause notice, the workman failed to appear or to submit any explanation and the workman was treated for varicose vein and he was also provided with light work on surface and the departmental enquiry was conducted in the most fair and impartial manner, giving full opportunity to the workman to defend his case and it is not true to say that they had refused to provide work to the workman or that the workman was returned back by them from work, rather it was the workman, who remained absent from work continuously for a long period,without due permission and the workman was informed to resume his original duty as Manson and inspite of asking the workman to resume his original duty, he remained absent continuously without permission and as such, he was marked absent from duty and the workman was examined by the panel of doctors, whose report did not disclose of the workman of having any disablement and as such, the opinion of the Civil Surgeon, Nagpur, if any had no legality, validity or propriety .

It is further pleaded by party no. 1 that the Hon'ble High Court did not order to stay the proceedings before the enquiry officer and as such, there was no question to stay the enquiry proceedings during the pendency of Writ petition no. 2511/1997 and the workman is interested in getting his son appointed in his place and with such intention, he started remaining absent from his duty, under the pretext of ill health and as per the doctor's advice, he was given light duty on surface, for the prescribed period and later on, after his medical examination, when the workman was found in a fit condition, he was asked to resume his original duty underground, but the workman was reluctant to do so and remained absent continuously for a long period from his duty and as such, the charge sheet was submitted against him and as the workman did not attend the departmental enquiry, inspite of giving him sufficient opportunities, the enquiry was concluded and the Enquiry Officer submitted the enquiry report and the workman was issued with the second show cause notice and though, the workman received the show cause notice, he failed to file his show cause and ultimately, he was dismissed from services and as such, the claim made by the workman is devoid of any merit and is liable to be dismissed.

4. In the rejoinder, the workman has denied the pleadings made by the party no. 1 in the written statement. It is pleaded by the workman in the rejoinder that he continued to work on surface till 14-04-1997 and not till 14-07-1997, as claimed and the doctors, who examined him were of J.N.Hospital and no outside doctors were called for the said purpose and as such, the report is not binding and after receipt of the letter of the Enquiry Officer dated 25-01-1999, he attended the office of the Enquiry Officer in regard to the departmental enquiry and met the clerk, Shri Chikhede and the said clerk informed him about the Enquiry Officer to be busy in other office work and his non availability for the enquiry and that the next date of the inquiry would be intimated to him and as such, he returned back and waited for communication of the next date of the inquiry, but he did not receive any communication and though he was not in a position to work in the under-ground due to his ill health, party No. 1 insisted for doing duties in the under-ground and the party No. 1 intentionally warned him that in case of his not in a position to work in the under-ground, he would not be allowed to do any work and party No.1 compelled him to return back from the place of work and marked him absent on record and issued the charge suit to suit their purpose.

5. As this is a case of dismissal of the workman from services, after holding of a departmental enquiry, the fairness of the enquiry was taken up as a preliminary issue for consideration and by order dated 12-02-2007, the enquiry was held to be invalid and vitiated and not in accordance with the principles of natural justice and the party no.1 was given the opportunity of proving the charges by adducing evidence before this Tribunal.

6. To prove the charges against the workman, party no.1 examined Kuttiyal Yahannan Tahankachan and Homkar Nagorao Chinchkhede as the two witnesses. In rebuttal, the workman examined himself as a witness. The examination

in chief of the two witnesses examined on behalf of the party no.1 and so also the workman is on affidavit.

In their examination -in -chief, the two witnesses examined on behalf of the party no.1 have mostly reiterated the facts mentioned in the written statement. However, in the cross-exam ination, witness, Kuttiyal Yohannan Thankachan has stated that he has no personal knowledge about the enquiry held against the workman and the punishment imposed against him and his evidence on affidavit is based on the records of the enquiry and he has no personal knowledge about the incident, for which the charge sheet was submitted against the workman.

In his cross-examination, witness Homkar N. Chinchkhede has stated that he was the management representative in the departmental enquiry held against the workman and the workman had received injuries, while working under-ground and management had given surface job for two months to the workman and as the medical board did not declare the workman unfit for under-ground duty, management did not give the workman alternative job on surface further and the workman was treated at J.N. Hospital of WCL at Kamptee.

7. The workman in his examination-in-chief has reiterated the facts mentioned in the statement of claim and rejoinder.

In his cross-examination, the workman has admitted that he has not filed any document in support of his claim that in the year 1984, he had sustained fatal injury on his left leg due to an accident in the under-ground mine and due to such injury, he was operated. It is further admitted by the workman that he has not filed any document to show that in the year 1995, he was admitted in J.N. Hospital, Kamptee, for further treatment of the injury received on his left leg in the year 1984 and he was operated in the said hospital. The workman has admitted that in 1995, a minor operation on his left leg was done in J.N. Hospital due to varicose vein. The workman has candidly admitted that as there was no treatment for sustaining injury on his left leg, he does not have any document regarding such treatment and till the year 1995, he was working in the under-ground mine and his statement in paragraph two of his affidavit that, "after his recovery, he was provided light duty is not true." It is further admitted by the workman that after his operation in 1995, for varicose veins, he requested the management to provide him light duty on surface for some days and management accepted his request and provided him light work on surface and in 1995, his operation and treatment was done in J.N. Hospital, Kamptee and nowhere else. The workman has also admitted that on 15-04-1997, he was asked by the management to join the original duties in the under-ground. The workman has also admitted that he had filed writ petition no. 2511/1997 praying to direct the management of WCL to regularize his service on surface, to declare him medically unfit and to give employment to his son. The workman has stated that he cannot say if the said writ petition was dismissed on 17-11-1998. The workman has also admitted that he has not filed any certificate either before the management of WCL or before the Hon'ble High Court to show that he was medically unfit for duty. The workman has also admitted that in paragraph two of his show cause dated 05-03-1998, filed to the charge sheet dated 14-02-1998, he had mentioned that, "he was performing surface duty and management sent him back to perform duty in the under-ground and forced him to perform duty in the under-ground and to declare him medically unfit and to give employment to his son and to provide him duty, till such date of declaration and that he is willing to perform surface duty." The workman has further admitted that in all his applications submitted to the management, he had requested to allow him to work on surface and as management did not provide him duty on surface w.e.f. 15-04-1997, he did not go to work in the under-ground. The workman has admitted that from 15-04-1997, he was fit for work in the under-ground and he had filed a medical certificate showing his fitness to do his duty.

8. Before delivering into the merit of the matter, I think it necessary to mention the charges levelled against the workman. The charges levelled against the workman are as follows:

26.24 : Habitual late attendance or habitual absence from duty without sufficient cause.

26.30 : Absence from duty without sanctioned leave or sufficient cause or over staying beyond ten days after sanctioned leave.

The allegations levelled against the workman were that he remained continuously absent from June, 1997, without any sanctioned leave or permission from any competent authority.

9. At the time of argument, the learned advocate for the workman reiterated the submissions made in the statement of claim. It was further submitted by the learned advocate for the workman that the documents filed by the workman and his oral evidence clearly indicate that due to the ill-health of the workman, he was not in a position to work in the underground and the Civil Surgeon had advised to provide light work to the workman and inspite of the same, the party no.1 compelled the workman to work in the underground, inspite of the request of the workman to stop the payment of underground allowance and to allot him permanent duty on surface and management did not consider the medical certificate issued by the Civil Surgeon and though the workman attended his duty regularly, party no.1 intentionally marked him absent in the register to make out a false case of absenteeism and party no.1 has failed to prove the charges by adducing any reliable and cogent evidence and as such, the order of punishment of

dismissal from services is liable to be set aside and the workman is entitled to be reinstated in service with continuity and full back wages.

In support of the contention, the learned advocate for the workman placed reliance on the decisions reported in 1995 (N) CLR-1095 (Co-operative Sugar Ltd Vs. Co-op.S.C. Employees Association) and 1996 II CLR-241 (Managing Director, Bharat Containers Pvt. Ltd. Vs. Arvind Waman Umavana).

10. the Per Contra, it was submitted by the learned advocate for party no. 1 that this Tribunal after holding the departmental enquiry conducted against the workman not to be valid, allowed the party no.1 to prove the charges by adducing evidence and accordingly, party no. 1 examined two witnesses, besides the documents already produced and in rebuttal, the workman examined himself as a witness and from the documentary evidence on record and the virtually unchallenged evidence of the two witnesses examined on behalf of party no. 1 and the admission of the workman in his cross-examination that from 15-04-1997, he was fit for working the underground and that on 15-04-1997, he was asked by the management to join his original duties in the under-ground and as management did, not provide him duty on surface w.e.f. 15-04-1997, he did not go to work in the under-ground, it is crystal clear that management has been able to prove the charges against in workman and as such, the punishment imposed against the workman cannot be held to be excessive or shockingly disproportionate to the serious misconduct of remaining' unauthorized absence, proved against him, so, there is no scope to interfere with the punishment and the workman is not entitled to any relief.

11. At this juncture, it is necessary to mention that there is no dispute between the parties regarding filing of writ petition no. 2511/1997 by the workman before the Hon 'ble High Court, Nagpur Bench with the prayers to regularize his services on surface, to declare him medically unfit and to give employment to his son. It is also found that the Hon'ble High Court dismissed the writ petition on 17-11-1998. The Hon'ble High Court in their decision have held that, "The petitioner is relying mainly on the certificate given by the Civil Surgeon in the month of May, 1997, Annexure-P-5 indicating that for two months from the date of the certification, petitioner should be , given light work. That period has expired long back.

Thereafter, during the pendency of the petition the petitioner was to be examined by a panel of doctors as per Form-O, Annexure-B annexed with the pursis dated 10th November, 1998, copy whereof being illegible the original.

There is no indication of disablement. Hence, petition is rejected. Notice discharged. "

In view of the rejection of the prayers of the workman by the Hon 'ble High Court in writ petition no. 2511/1997, there is no scope in this reference for consideration of the claims made by the workman in respect of the same.

12. In this case, as the party no. 1 had been given the scope to lead evidence to prove the charges against the workman before this Tribunal, with respect, I am of the view that the decision reported in 1995 (II) CLR-1095 (Supra) has no clear application to the present case in hand.

13. Now, it is to be considered as to whether from the materials on record, it can be held that the party no.1 has been able to prove the charges levelled against the workman.

So far the oral evidence adduced by the parties is concerned, it is to be mentioned here that the evidence of the witnesses no.2, Homkar Nagorao Chinchkhede examined on behalf of party no.01 that the workman took treatment for varicose veins and was operated for the same at J. N. Hospital on 17-10-1995 and he was discharged from the hospital on 1-11-1995 and thereafter, he was on leave from 02-11-1995 to 19-02-1996 and thereafter he was declared fit by the medical officer for his original job and that on the request of the workman, he was given surface job form 20-6-1996 to 14-07-1997 and the allegation of the accident and poisoning of his leg are false and when the workman was asked to perform his original duty, he did not attend the duty and approached the Hon'ble High Court for redress has not been challenged seriously.

The most important evidence on record is the admission of the workman himself. The workman in his cross- examination has categorically admitted that he has not filed any document to show that he sustained fatal injury on his (left leg due to an accident in the under-ground in the year 1984 and due to such injury" he was operated. He has admitted the suggestion that as there was no treatment for sustaining injury on his left leg, he does not have any document regarding such treatment. He has also admitted that till 1995, he was working in the under-ground and in 1995, he was operated in J.N. Hospital, Kamptee for varicose veins and on 15-04-1997, he was asked by the party no. 1 to join his original duties in the under-ground and from 15-04-1997, he was fit for work in the under-ground and as management did not provide him duty on surface w.e.f. 15-04-1997, he did not go to work in the under-ground.

The workman has not filed a single document that in 1984, he had sustained injury on his left leg and he was treated for the same and in 1995 he was also operated for the same and on 30-05-1996, he sustained fracture injury on his right leg.

On perusal of the evidence on record, it is found that party no. 1 have been able to prove the charges that the workman remained absent from duties without sanctioned leave or permission of the competent authority.

It is also found that party no. 1 have been able to prove that there was no reasonable cause for the workman to remain absent from duty.

As commission of serious misconduct of remaiuning unauthorized absent from duty has been proved against the workman, the punishment of dismissal from services cannot be said to be shockingly disproportionate and as such, there is no scope to interfere with the punishment.

As the facts and circumstances of this case are different from the facts and circumstances" of the case referred in the decision reported in 1996 (II) CLR-241 (Supra), with respect, I am of the view that the said decision has no clear application to the present case in hand. Hence, it is ordered :-

ORDER

The action of the management of Western coalfields Ltd. through its Suptd. of Mines, Manager, Sillewara Colliery, Tah. Saoner, Distt. Nagpur in dismissing the" services of She Somraj Timaji Rakshit w.e.f. 20.03.99 is legal & justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 647.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (आईडी संख्या 261/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/163/2003-आई आर (सी एम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 647.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 261/2003) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, NAGPUR as shown in the Annexure, in the industrial dispute between the management of Food Corporation of India and their workmen, which was received by the Central Government on 22-02-2013.

[No. L-22012/163/2003-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/261/2003 Date : 06-02-2013.

Party No. 1(a) : The District Manager,
Food Corporation of India,
Ajani, Nagpur,
Nagpur-440015

Party No. 1(b) : The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha Road, Churchgate,
Mumbai-400020.

Versus

Party No. 2 : The Secretary,
Rashtriya Mazdoor Sena, Hind Nagar
Ward No. 2, Near Boudha Vihar,
Post : Wardha, Distt. Wardha (M.S.)

AWARD

(Dated : 6th February, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Food Corporation of India and their workman, Shri Ashish Kisanrao Raipure, for adjudication, as per letter No. L-22012/163/2003-IR (CM-II) dated 08-12-2003, with the following schedule :

SCHEDULE

"Whether the action of the management of Food Corporation of India, Nagpur (M.S.) in terminating the services of Shri Ashish Kisanrao Raipure, Security Guard w.e.f. 14-03-1999 is legal and justified? If not, to what relief the concerned workman is entitled ?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Ashish Kisanrao Raipure ("the workman" in short), filed the statement of claim and the management of Food Corporation of India ("Party No. 1" in short) filed its written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of Party No. 1 from 13-12-1993 and he was initially engaged through a contractor at Wardha Depot of Party No. 1, as a Security Guard and he was in continuous service without any interruption till 14th March, 1999, when his services were terminated orally by Party No. 1, without following the due procedure of law and he had completed more than 240 days of work in each year and the termination of his services on 14-03-1999 was not in good faith, but in colourable exercise of the rights and powers by the Party No. 1 and while terminating his services, neither one

month's notice nor one month's wages in lieu of notice nor retrenchment compensation was given to him as required under section 25-F of the Act and after his illegal termination, fresh hands from the department of home guard and police were engaged by Party No. 1 to extract the duties of Security guards, in violation of the provision of section 25-H of the Act and the work which he was performing is constantly in existence and the same is of a perennial nature and as his termination is illegal and unlawful, he is entitled for reinstatement in service with continuity and full back wages.

The further case of the workman is that in 1993, he was engaged by the Party No. 1 through the contractor for a period of two years, but the contract was made only on papers and after every two years, the Party No. 1 changed the contractor on papers only and the engagement of the so-called contractor did not replace the Security Guards and he was also not disturbed from his services and he was merely shown to be engaged by the contractors, but actually he was working under the direct control and supervision of the Party No. 1 and the contractor had no role to play in the same and the work performed by him was being assigned to him by Party No. 1 and he was a regular employee of Party No. 1 and Party No. 1 was his real employer and not the contractor as alleged and the engagement and change of contractors by Party No. 1 from time to time was sham and only a camouflage to deny his legitimate claim and the contract between Party No. 1 and the contractor was bogus and not genuine and therefore, his oral termination from services was against the mandatory provisions of the Act and the Central Government decided to abolish the appointment of contract labour as contemplated under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and issued notification on 01-11-1990 with directions to abolish the contract labour system in the establishment of the Party No. 1 and to give employment to contract labours engaged by the management and therefore, it was the mandatory duty of the Party No. 1 to abolish the contract labour system in all places and management of FCI implemented the notification only at Nagpur and Manmad and absorbed the Security Guards working at Nagpur and Manmad, but at Akola, Amravati, Wardha and Gondia districts, the contract labour system was continued by the management, with an intention to deprive him from the benefits under the labour laws.

It is further pleaded by the workman that his salary was paid by the Party No. 1 and not by the contractor and his daily attendance was also marked by the Asstt. Manager of FCI, Wardha Depot and the Party No. 1 was supervising his work through their officers and he had no relation with the so called contractors engaged by the Party No. 1 and Party No. 1 also supplied the articles, such as, torch, lathi, whistle and uniform etc. to him and in view of the long spell of work being carried out by him, he is entitled to be reinstated in service with continuity and full back wages.

3. The Party No. 1 in their written statement have pleaded inter alia that the workman was never in their employment and the workman has not impleded the contractor, who appointed him, as a Party and the workman was engaged by the contractor as a Security Guard at FCI Depot and the said contractor is a necessary party and in absence of the contractor, the proceeding cannot proceed and the workman was not in their service uninterruptedly till 14th March, 1999 and since the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of contract given to the contractor for providing Security services was up to 1998 and the same was extended as per the terms and conditions till March, 1999 and as the workman was not employed by them, there was no question of following the procedure of termination by them and they were not the employer of the workman and the services of the workman were never utilized by them as employer from 13-12-1993 to 14-03-1999, without any break in service and the workman did not complete 240 days of work in a year as alleged and as the workman was engaged by the Security Contractor, there was no relationship of master and servant between them and the workman at any point of time and under Section 10 of the Contract Labour (Regularisation and Abolition) Act, they were exempted by the Central Government, so the allegations made by the workman against them are not true and there was no question of violation of the provisions of 25 (H) of the Act and the work does not constantly exist and the work of providing security guards was given to other Government Agencies like Police Personnel and Home guards and therefore, the workman has no right to claim any relief from them and the work of security is not perennial in nature and as and when their godowns are filled with food grains, then only, services of the security guards are required and in pursuance of the notification issued by the Central Government abolishing contract labour system, they appointed Home guards and Police personnel as security guards.

The further case of party no. 1 is that for the reliefs as claimed, by the workman had filed a writ petition before the Hon'ble High Court, Nagpur Bench bearing W.P. No. 1389/99 and the Hon'ble High Court rejected the said WP and denied the reliefs prayed for and therefore, this Tribunal has no jurisdiction to decide the reference and the decision of the Hon'ble Court operates as res-judicata and they floated tenders for the contract and lowest bidder was awarded the contract and the change of contractor in every two years was not on papers only and they had no say in the appointment of security guards by the security

contractor and they had no control over the appointment and service conditions of the workman, who was an employee of the security agency and he was never their employee and the security contractor was the employer of the workman.

The further case of party no. 1 is that the appropriate government decided to abolish the employment of the contract labour as contemplated under section 10 of the Contract Labour (Regularisation and Abolition) Act, 1970 and the interpretation of the notification issued on 01-11-1990 put by the workman is not correct and they were exempted from the operation of the Act of 1970 in the year 1989 and the said exemption was withdrawn in the year 1999 and therefore, the security contact given to the contractor was terminated and hence, the services of the workman were terminated by the security contractor and they did not pay tbe salary to the workman and it was the contractor, who was paying the same to the workman and when the contractor failed to pay the salary to the workman, they paid the amount as per the directions given by the ALC from time to time and the said amount was recovered from the contract's bill and they only used to check the attendance of the security guards to find out as to whether the contractor had made arrangement of the requisite number of security guards, as per their requirement and they did not have the power to terminate any employee appointed by the contractor and they did not provide any article, such as torch, Lathi, whistle and uniform etc. to the workman and as such, the workman is not entitled to any relief.

4. Both parties have led oral evidence in support of their respective claims, besides placing reliance on documentary evidence.

The workman in support of his claim has examined himself as a witness. In his evidence, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim.

In his cross-examination, the workman has admitted that he was engaged by the contractor and the contractor left him to the FCI and FCI had not given any advertisement for the said post and he does not know the name of the contractor and no appointment order was given to him, either by the contractor or the FCI and he has not filed any document to show that salary was paid to him by FCI and he cannot say for how many years he served in FCI and no termination order was issued by FCI and Mr. Bokade terminated him orally and initially, he was getting Rs. 700 as salary, but he cannot say the break-up of his salary, such as basic, DA and other allowances and he has not filed any document to show that he served with FCI from 1993 to 1999. The workman has admitted that he was appointed through Singh Securities Services.

5. Shri Suresh N. Bokade, the witness examined on behalf of the party no.1 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. In his cross-examination, this witness has stated that he has no knowledge if FCI had obtained any license from the competent authority for engagement of contract labours in FCI. The witness has admitted that the workman was working from 1993 in FCI and he was engaged for watch and ward of godowns and the workman and 12 other workmen were keeping watch on the incoming and outgoing vehicles to and from FCI godown and the contractor engaged by FCI to supply contract labourers had the required license for the same, but copy of such license was not filed and the process of engagement of contractors was done by the Regional Office of FCI and he has no personal knowledge about the details of the process of engagement of contractors and during the general election to the Parliament, FCI had submitted the names of the workman and 12 others in the list of employees submitted to the collector. This witness has denied the suggestions that the workman and 12 others were appointed by the FCI for watch and ward of the godowns of FCI at Wardha in 1993 and that the FCI was maintaining the attendance register of the workmen. The witness has further stated that payment of wages to the workman was being done through the contractor as per the minimum wages fixed by the Government and FCI was not making any deduction from the said wages towards PF and ESI and FCI was not maintaining any duty register or salary register for the workman and the concerned Asstt. Manager and Assistants were verifying the supply of labourers by the Contractor and the contractor was submitting monthly bills for supply of labours and the workman was on duty from 1993 to 1999 in FCI.

6. At the time of argument, it was submitted by the learned advocate for the workman that the workman was engaged by the management of FCI on 13-12-1993 at Wardha depot as a security guard and he worked continuously without any interruption till 14th March, 1999 and his services were terminated orally by the party no. 1, without following the due procedure of law and the workman had completed more than 240 days of work in each year and before termination of the services of the workman, neither one month's notice nor one month's wage in lieu of notice nor retrenchment compensation was given to the workman, as required under Section 25-F of the Act and after termination of the services of the workman, fresh hands were engaged by party no. 1 to extract the duties of security guard, in violation of the provision of Section 25- H of the Act and the work of security guard is perennial in nature, hence the termination of the workman is void and illegal.

It was further submitted by the learned advocate for the workman that the party no. 1 had shown the workman as contract labour, but the so called contract was made only on papers and the workman was actually working

under the direct control and supervision of the party no. 1 and he was never a contract labour and such action of the party no. 1 was sham and only a camouflage to deny the legitimate claim of the workman and the so called contract between the management and the contractor was bogus and not genuine and the Central Government by notification dated 1-11-1990 abolished the employment of contract labour and directed to give employment to contract labours engaged by the management and therefore, the management of FCI was bound to abolish the contract labour system and to give employment to the workman.

It was also submitted by the learned advocate for the workman that party no. 1 has admitted the claims made by the workman and has not been able to prove their claim that the workman was a contract labour, by producing cogent evidence in support of the same and as such, the workman is entitled for reinstatement in service with continuity and full back wages.

7. Per contra, it was submitted by the learned advocate for the party no.1 that the workman was never appointed by party no.1 and he has engaged by the contractor as a security guard and as such, the concerned contractor is a necessary party and inspite of raising such objection in the written statement, the workman did not implead the contractor as a party and for that the reference is not maintainable. It was further submitted by the learned advocate for the party no.1 that the workman was engaged by the contractor and as the contract of the contractor came to an end in March, 1999, the services of the workman were terminated by the contractor and as such, there was no question of party no.1 complying with the due procedure of termination and there was no relationship of master and servant between the party no.1 and the workman and the party no.1 was exempted by the Central Government from the ban imposed for engagement of contract labourers, so contract was given to the security contractor, as per rules, for supply of security guards and due to the notification of the Government for abolition of contract labour system, Home guards and Police personnel were appointed as security guards and party no.1 has no control over the workman and , the security contractor was submitting bills for payment for supply of security guards and the security contractor was paying the wages to the workman. It was further submitted by the learned advocate for the party no.1 that the workman and some others had approached the Hon'ble High Court, Nagpur Bench in W.P. 1389 of 1999 for the reliefs sought in this reference and the Hon'ble High Court while depositing of the said petition have held that the termination of the workman by the contractor was a valid one and the action of FCI was legal and as such, the workman cannot agitate the question again and the decision of the Hon'ble High Court operates as res-judicata between the parties and the workman is not entitled to any relief.

8. First of all, I will take up the submission made by the learned advocate for the party no. 1 that the present reference is hit by the principles of res-judicata, due to the decision of the Hon'ble High Court, Nagpur Bench in W.P. 1389/99.

It is not disputed that the workman alongwith 78 others through the union, "Rashtriya Mazdoor Sena Saptahit Jaibhim" filed Writ Petition no. 1389/99 before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for their regularisation and the Hon'ble High Court did not grant such relief. On perusal of the order passed by the Hon'ble High Court on 29-07-2002 in the said writ petition, it is found that the workman and others claimed regularisation on the ground that they were employed by the contract for doing regular work of the Food Corporation of India and in view of the same, they have became workmen of Food Corporation of India, since the work on which they were employed is of perennial nature. However, it is found from the judgment that the Hon 'ble High Court did not consider the main relief and passed the following order :

> "In view of the judgment of the Constitution Bench in Steel Authority of India Ltd. and Others Vs. National Union water front workers and others [reported in 2001 (7) SCC 1], the relief sought by the petitioners cannot be granted since the petition involves disputed question of facts as also other facts which are required to be adjudicated by appropriate authority. Accordingly" the main prayer to absorb them cannot be granted.
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> XX XX XX XX

"In view of the rejection of the main prayer, the question of granting other prayer does not arise. In case, the petitioners approach the appropriate authority, the appropriate authority shall take decision in the matter within a period of one year. The applicants are free to approach the appropriate authority for redressal of their grievances."

So, it is clear from the orders passed by the Hon'ble High Court as mentioned above that the Hon'ble High Court did not consider the claim made by the workman and others on merit and granted them the liberty to approach the appropriate authority for redress. Hence, the reference cannot be said to be hit by the principles of res-judicata. So, there is no force in the contention raised by the learned advocate for the party no.1.

9. In this reference, it is never the case of the workman that he was directly appointed or engaged by the party no. 1 as a security guard. In the very beginning of the statement of claim, it has been mentioned by the workman that he was initially engaged at Food Corporation of India Depot, Wardha as a security guard, through a contractor. In paragraph 4 of the statement of claim, the

workman has mentioned that, "In the year 1993, the workman was engaged by the Food Corporation of India through contractor, for the period of 2 years, but the contract was made on paper." The case of the workman is that after every two years, the party no. 1 on papers showed the change of contractors, but he was not disturbed from services and he worked continuously without any break till 14-03-1999 and as he worked as a security guard of perennial nature, he is entitled for reinstatement in service. The workman has also claimed that as the Central Government issued notification on 1-11-1990 to abolish the contract labour system in FCI and directed to give employment to contract labours engaged by the management and party no. 1 implemented such direction at Nagpur and Manmad only and gave employment and regularized and absorbed the services of the. Security Guards working at Nagpur and Manmad and did not implement the same at Wardha and other places to deprive him from the benefits under the Labour Laws.

From the evidence on record and the own admission of the workman in the cross-examination including the specific admission that he was engaged by the contractor and the contractor left him to FCI and he was appointed through Singh Securities Servicies, it is clear that the workman was engaged by the contractor. The workman has not produced any evidence to show that he was directly engaged by the Party No. 1.

10. At this juncture, I think it apropos to mention about the principles enunciated by the Hon 'ble Apex Court regarding contract labours, in the two decisions reported in 1985-II LJ 4 (S.C.) (The workman of the Food Corporation of India Vs. M/s. Food Corporation of India) and 2001 LAB IC 3656 (S.C.) (Steel Authority of India Ltd. and Others Vs. National Union Water Front Workers and Others).

In the decision reported in 1985- II LLOJ -4 (supra) the Hon'ble Apex Court have held that :-

> Briefly stated, when corporation engaged a contractor for handling foodgrain at Siliguri Depot, the corporation had nothing to do with the manner of handling work done by the contractor, the labour force employed by him, payments made by him etc. In such a fact situation, there was no privity of contract of employer and workmen between the corporation and the workmen. "Workmen" has been defined (omitting the words not necessary) in the Industrial Disputes Act to mean (any person including an apprentice) employed in any industry to do....." The expression' employed has at least two known connotations, but as used in the definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command. and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and employee or master and servant unless a person is thus employed there can be no question of his being a "workman" within the definition of the term as contained in the Act. Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra (1957-I - LJ- 477). Now where a contractor employs a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person. Therefore, when the workmen employed by the contractor were certainly not the workmen of the corporation and no claim to that effect has been made by the union."

11. In the decision reported in 2001 LAB IC - 3656 (supra) the Hon 'ble Apex Court have held that :-

> The principle that a beneficial legislation needs to be constructed liberally in favour of the class for whose benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the legislature. The intendment of the CLRA Act is to regulate the conditions of service of the contract labour and to authorize in Section 10(1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant factors. But, the presence of some or all those factors, provide no ground for absorption of contract labour on issuing notification under Section 10(1) by the appropriate Government, is not alluded to either in Section 10 or at any other place in the Act and the consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act, it is not for the High Courts or the Supreme Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel be it absorption of contract labour in the establishment of principal employer or a lesser or a harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such clearly impermissible.

Thus on issuance of prohibition notification under S. 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contraot labour in the concerned establishment. If the contract is found to be genuine and the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour. It otherwise found suitable, and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Air India's case 1997 AIR SCW 430 Overruled prospectively. M.A.T. Nos. 1704 and 1705 of 1999, D/- 12-8-1999 (Cal): C.O. No. 6545(W) if 1996, D/-9-5-1997 (Cal): W.A. Nos. 345-354 of 1997m D/- 17-4-1998 (Kant): W.P. No. 4050 of 1999, D/- 2-8-2000 (Bom) and W.P. No. 2616 of 1999, D/- 23-12-1999 (Bom), 1998 Lab IC 2571 (Cal), Reversed.

It cannot be said that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "Contract labour", "Establishment"and "Workman" does not show that the legal relationship between the person employed in any industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "Workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that combined reading of the terms "Establishment" and "Workman" shows that a workman engaged in any establishment would have direct relationship with the principal employer as a servant of master. But what is true of a workman could not be correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour nor can such relationship be implied from the provisions of the action issuing notification under Section 10(1) of the CLRA Act. A fortiori much less can such a relationship be found to exist from the rules and the forms made thereunder."

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

12. In this case, the letter No. U-23013/11/89/LW dated 28-05-92, Govt. of India, Ministry of Labour shows that the prohibition of employment of contract labour in sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishments of Food Corporation of India and some other departments was lifted by the Central Government. So, the engagement of contract labour by the Party No.1 cannot be said to be illegal. It is also found from the materials on record that the appointment of labour contractor by Party No. 1 for supply of Security Guards was genuine and the same was not only on papers as claimed by the workman. The workman has failed to prove such claim by adducing cogent or reliable evidence. The engagement of labor contractor by Party No. 1 was not a mere ruse or camouflage to evade compliance of the various beneficial legislations, so as to deprive the workman of the benefits there under. The workman has not been able to produce any document to show that at apy point of time, Party No.1 paid his wages as their employee. It is clear from the evidence that Party No.1 paid wages of the last three months to the workman in presence of the Labour Commissioner, as the contractor did not pay the same. As it is clear from the evidence on record that the workman was engaged as a contract labour with Party No.1, by the contractor and as such, it can be held that there was no relationship of master and servant between the. Party No.1 and the workman. Hence, there was no question of termination of the services by the Party No.1 or compliance of the provisions of Sections 25-F or 25- II of the Act.

13. It is the own case of the workman that he was engaged by the contractor. So the contractor, who had engaged the workman is a necessary party in the reference. The said contractor has not been added as a party in this reference. Due to non-joinder of necessary party, the reference is bad in law.

In view of the materials on record and the discussions made above, the reference cannot be answered in favour of the workman. Hence, it is ordered :-

ORDER

The reference is answered in the negative. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 648 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 242/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/144/2003-आई आर (सी एम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S. O. 648.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 242/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Food Corporation of India and their workmen, received by the Central Government on 22-02-2013.

[No. L-22012/144/2003-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT /NGP /242/2003

Date: 06-02-2013.

Party No.1(a):

The District Manager,
Food Corporation of India,
Ajani, Nagpur,
Nagpur - 440015.

Party No.1(b):

The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha Road,
Churchgatye,
Mumbai - 400020.

Versus

Party No. 2

The Secretary,
Rashtriya Mazdoor Sena, Hind Nagar
Ward No. 2, Near Boudha Vihar,
Post : Wardha, Distt. Wardha (M.S.)

AWARD

(Dated: 6th February, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Food Corporation of India and their workman, Shri Ramdas S. Navghare, for adjudication, as per letter No.L-22012/144/2003-IR. (CM-II) dated 08-12-2003, with the following schedule:-

> "Whether the action of the management of Food Corporation of India, Nagpur (M.S.) in terminating the services of Shri Ramdas S. Navghare, Security Guard w.e.f. 14-03-1999 is legal and justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Ramdas S. Navghare ('the workman" in' short), filed, the statement of claim and the management of Food Corporation of India ("Party No. I" in short) filed their written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of Party No.1 from 05-10-1993 and he was initially engaged through a contractor at Wardha Depot of Party No.1, as a Security Guard and he was in continuous service without any interruption till 14th March, 1999, when his services were terminated orally by Party No.1, without following the due procedure of law and he had completed more than 240 days of work in each year and the termination of his services on 14-03-1999 was not in good faith, but in colourable exercise of the rights and powers by the Party No.1 and while terminating his services, neither one month's notice nor one month's wages in lieu of notice nor retrenchment compensation was given to him as required under section 25-F of the Act and after his illegal termination, fresh hands from the department of home guard and police were engaged by Party No.1 to extract the duties of Security guards, in violation of. the provision of section 25-H of the Act and the work which he was performing is constantly in existence and the same is of a perennial nature and as his termination is illegal and unlawful, he is entitled for reinstatement in service with continuity and full back wages.

The further case of the workman is that in 1993, he was engaged by the Party No. 1 through the contractor for a period of two years, but the contract was made only on papers and after every two years, the Party No.1 changed the contractor on papers only and the engagement of the so-called contractor did not replace the Security Guards

and he was also not disturbed from his services and he was merely shown to be engaged by the contractors, but actually he was working under the direct control and supervision of the Party No.1 and the contractor had no role to play in the same and the work performed by him was being assigned to him by Party No. 1and he was a regular employee of Party No.1 and Party No.1 was his real employer and not the contractor as alleged and the engagement and change of contractors by Party No.1 from time to time was sham and only a camouflage to deny his legitimate claim and the contract between Party No.1 and the contractor was bogus and not genuine and therefore, his oral termination from services was against the mandatory provisions of the Act and the Central Government decided to abolish the appointment of contract labour as contemplated under section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and issued notification on 01-11-1990 with directions to abolish the contract labour system in the establishment of the Party No.1 and to give employment to contract labours engaged by the management and therefore, it was the mandatory duty of the Party No. 1 to abolish the contract labour system in all places and management of FCI implemented the notification only at Nagpur and Manmad and absorbed the Security Guards working at Nagpur and Manmad, but at Akola, Amravati, Wardha and Gondia districts, the contract labour system was continued by the management with an intention to deprive him from the benefits under the labour laws.

It is further pleaded by the workman that his salary was paid by the Party No.1 and not by the contractor and his daily attendance was also marked by the Asstt. Manager of FCI, Wardha Depot and the Party No.1 was supervising his work through their officers and he had no relation with the so called contractors engaged by the Party No.1 and Party No.1 also supplied the articles, such as, torch, lathi, whistle and uniform etc to him and in view of the long spell of work being carried out by him, he is entitled to be reinstated in service with continuity and full back wages.

3. The Party No.1 in their written statement have pleaded inter alia that the workman was never in their employment and the workman has not impleded the contractor, who appointed him, as a Party and the workman was engaged by the contractor as a Security Guard at FCI Depot and the said contractor is a necessary party and in absence of the contractor, the proceeding cannot proceed and the workman was not in their service uninterruptedly till 14th March, 1999 and since the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of contract given to the contractor for providing Security services was up to 1998 and the same was extended as per the terms and conditions till March, 1999 and as the workman was not employed by them, there was no question of following the procedure of termination by them and they were not the employer of the workman and the services of the workman were never utilized by them as employer from 05-10-1993 to 14-03-1999, without any break in service and the workman did not complete 240 days of work in a year as alleged and as the workman was engaged by the Security Contractor, there was no relationship of master and servant between them and the workman at any point of time and under section 10 of the Contract Labour (Regularisation and Abolition) Act, they were exempted by the Central Government, so the allegations made by the workman against them are not true and there was no question of violation of the provisions of 25 (H) of the Act and the work does not constantly exist and the work of providing security guards was given to other Government Agencies like Police Personnel and Home guards and therefore, the workman has no right to claim any relief from them and the work of security is not perennial in nature and as and when their go-downs are filled with food grains, then only, services of the security guards are required and in pursuance of the notification issued by the Central Government abolishing contract labour system, they appointed Home guards and Police personnel as security guards.

The further case of party no. 1 is that for the reliefs as claimed, the workman had filed a writ petition before the Hon'hle High Court, Nagpur Bench bearing W.P. No. 1389/99 and the Hon 'ble High Court rejected the said WP and denied the reliefs prayed for and therefore, this Tribunal has no jurisdiction to decide the reference and the decision of the Hon 'ble Court operates as res-judicata and they floated tenders for the contract and lowest bidder was awarded the contract and the change of contractor in every two years was not on papers only and they had no say in the appointment of security guards by the security contractor and they had no control over the appointment and service conditions of the workman who was an employee of the security agency and he was never their employee and the security contractor was the employer of the workman.

The further case of party no. 1 is that the appropriate government decided to abolish the employment of the contract labour as contemplated under section 10 of the Contract Labour (Regularisation and Abolition) Act, 1970 and the interpretation of the notification issued on 01-11-1990 put by the workman, is not correct and they were exempted from the operation of the Act of 1970 in the year 1989 and the said exemption was withdrawn in the year 1999 and therefore, the security contact given to the contractor was terminated and hence, the services of the workman were terminated by the security contractor and they did not pay the salary to the workman and it was the contractor, who was paying the same to the workman

and when the contractor failed to pay the salary to the workman, they paid the amount as per the directions given by the ALC from time to time and the said amount was recovered from the contract's bill and they only used to check the attendance of the security guards to find out as to whether the contractor had made arrangement of the requisite number of security guards, as per their requirement and they did not have the power to terminate any employee appointed by the contractor and they did not provide any article, such as torch, Lathi, whistle and uniform etc. to the workman and as such, the workman is not entitled to any relief.

4. Both parties have led oral evidence in support of their respective claims, besides placing reliance on documentary evidence.

The workman in support of his, claim has examined himself as a witness. In his evidence, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim.

In his cross-examination, the workman has admitted that in his statement of claim and so also in his affidavit he has mentioned that he was initially engaged as a Security Guard through a contractor. He has admitted that he has not filed any appointment letter issued by the FCI and no appointment order was issued by the FCI for his engagement in the FCI and he has not filed any document to show that he was in continuous service in the FCI in 05-10-1993 till 14-03-1999. The workman has further admitted that there was no advertisement in any newspaper regarding engagement of Security Guards in FCI and he has not mentioned the amount of the salary, which he was receiving from FCI either in the statement of claim or in the affidavit and the signature appearing on the revenue stamp against his name at serial no. 02 in document no. 58, filed by the management, is his signature and he has not filed any document to show that he worked for 240 days in any calendar year and he has not filed any document to show that FCI had taken any action against any defaulting Security Guard and he has not filed any document to show that FCI appointed the Security Guards of Nagpur and Manmad on permanent basis and he has also not filed any document to show that uniform, torch and lathi were issued to him by the FCI.

5. Shri Suresh N. Bokade, the witness examined on behalf of the party no. 1 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. In his cross-examination, this witness has stated that he has no Knowledge if FCI had obtained any license from the competent authority for engagement of contract labours in FCI. The witness has admitted that the workman was working from 1993 in FCI and he was engaged for watch and ward of go-downs and the workman and 12 other workmen were keeping watch on the incoming and outgoing vehicles to and from FCI go-downs and the contractor engaged by FCI to supply contract labourers had the required license for the same, but copy of such license was not filed and the process of engagement of contractors was done by the Regional Office of FCI and he has no personal knowledge about the details of the process of engagement of contractors and during the general election to the Parliament, FCI had submitted the names of the workman and 12 others in the list of employees submitted to the collector. This witness has denied the suggestions that the workman and 12 others were appointed by the FCI for watch and ward of the go-downs of FCI at Wardha in 1993 and that the FCI was maintaining the attendance register of the workmen. The witness has further stated that payment of wages to the workman was being done through the contractor as per the minimum wages fixed by the Government and FCI was not making any deduction from the said wages towards PF and ESI and FCI was not maintaining any duty register or salary register for the workman and the concerned Asstt. Manager and Assistants were verifying the supply of labourers by the Contractor and the contractor was submitting monthly bills for supply of labours and the workman was on duty from 1993 to 1999 in FCI.

6. At the time of argument, it was submitted by the learned advocate for the workman that the workman was engaged by the management of FCI on 05-10-1993 at Wardha depot as a security guard and he worked continuously without any interruption till 14th March, 1999 and his services were terminated orally by the party no.1, without following the due procedure of law and the workman had completed more than 240 days of work in each year and before termination of the services of the workman, neither one month's notice nor one month's wage in lieu of notice nor retrenchment compensation was given to the workman, as required under Section 25- F of the Act and after termination of the services of the workman, fresh hands were engaged by party no.1 to extract the duties of security guard, in violation of the provision of Section 25- H of the Act and the work of security guard is perennial in nature, hence the termination of the workman is void and illegal.

It was further submitted by the learned advocate for the workman that the party no.1 had shown the workman as contract labour, but the so called contract was made only on papers and the workman was actually working under the direct control and supervision of the party no.1 and he was never a contract labour and such action of the party no.1 was sham and only a camouflage to deny the legitimate claim of the workman and the so called contract between the management and the contractor was bogus and not genuine and the Central Government by notification dated 01-11-1990 abolished the employment of contract labour and directed to give employment to

contract labours engaged by the management and therefore, the management of FCI was bound to abolish the contract labour system and to give employment to the workman.

It was also submitted by the learned advocate for the workman that party no.1 has admitted the claims made by the workman and has not been able to prove their claim that the workman was a contract labour, by producing cogent evidence in support of the same and as such, the workman is entitled for reinstatement in service with continuity and full back wages.

7. Per contra, it was submitted by the learned advocate for the party no.1 that the workman was never appointed by party no.1 and he has engaged by the contractor as a security guard and as such, the concerned contractor is a necessary party and inspite of raising such objection in the written statement, the workman did not implead the contractor as a party and for that the reference is not maintainable. It was further submitted by the learned advocate for the party no. 1 that the workman was engaged by the contractor and as the contract of the contractor came to an end in March, 1999, the services of the workman were terminated by the contractor and as such, there was no question of party no.1 complying with the due procedure of termination and there was no relationship of master and servant between the party no.1 and the workman and the party no.1 was exempted by the Central Government from the ban imposed for engagement of contract labourers, so contract was given to the security contractor, as per rules, for supply of security guards and due to the notification of the Government for abolition of contract labour system, Home guards and Police personnel were appointed as security guards and party no. 1 has no control over the workman and the security contractor was submitting bills for payment for supply of security guards and the security contractor was paying the wages to the workman. It was further submitted by the learned advocate for the party no.1 that the workman and some others had approached the Hon'ble High Court, Nagpur Bench in W.P. 1389 of 1999 for the reliefs sought in this reference and the Hon'ble High Court while depositing of the said petition have held that the termination of the workman by the contractor was a valid one and the action of FCI was legal and as such, the workman cannot agitate the question again and the decision of the Hon 'ble High Court operates as res-judicata between the parties and the workman is not entitled to any relief.

8. First of all, I will take up the submission made by the learned advocate for the party no.1 that the present reference is hit by the principles of res-judicata, due to the decision of the Hon'ble High Court, Nagpur Bench in W.P. 1389/99.

It is not disputed that the workman along with 78 others through the union,"Rashtriya Mazdoor Sena Saptahit Jaibhim" filed Writ Petition no. 1389/99 before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for their regularisation and the Hon'ble High Court did not grant such relief. On perusal of the order passed by the Hon'hle High Court on 29-07-2002 in the said writ petition, it is found that the workman and others claimed regularisation on the ground that they were employed by the contractor for doing regular work of the Food Corporation of India and in view of the same, they have became workmen of Food Corporation of India, since the work on which they were employed is of perennial nature. However, it is found from the judgment that the Hon'ble High Court did not consider the main relief and passed the following order:

> "In view of the judgment of the Constitution Bench in Steel Authority of India Ltd. and others Vs. National Union Water Front workers and others (reported in 2001 (7) SCC 1), the relief sought by the petitioners cannot be granted since the petition involves disputed question of facts as also other facts which are required to be adjudicated by appropriate authority. Accordingly, the main prayer to absorb them cannot be granted.
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> XX XX XX XX
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> In view of the rejection of the main prayer, the question of granting other prayer does not arise. In case, the petitioners approach the appropriate authority, the appropriate authority shall take decision in the matter within a period of one year. The applicants are free to approach the appropriate authority for redressal of their grievances."

So, it is clear from the orders passed by the Hon'ble High Court as mentioned above that the Hon'ble High Court did not consider the claim made by the workman and others on merit and granted them the liberty to approach the appropriate authority for redress. Hence, the reference cannot be said to be hit by the principles of res-judicata. So, there is no force in the contention raised by the learned advocate for the party no. 1.

9. In this reference, it is never the case of the workman that he was directly appointed or engaged by the party no. 1 as a security guard. In the very beginning of the statement of claim, it has been mentioned by the workman that he was initially engaged at Food Corporation of India Depot, Wardha as a security guard, through a contractor. In paragraph 4 of the statement of claim, the workman has mentioned that, "In the year 1993, the workman was engaged by the Food Corporation of India through contractor, for or the period of 2 years, but the contract was made on paper." The case of the workman is that after every two years, the party no. 1 on papers showed the change of contractors, but he was not disturbed from services and he worked continuously without any

break till 14-03-1999 and as he worked as a security guard of perennial nature, he is entitled for reinstatement in service. The workman has also claimed that as the Central Government issued notification on 01-11-1990 to abolish the contract labour system in FCI and directed to give employment to contract labours engaged by the management and party no. 1 implemented such direction at Nagpur and Manmad only and gave employment and regularized and absorbed the services of the Security Guards working at Nagpur and Manmad and did not implement the same at Wardha and other places to deprive him from the benefits under the Labour Laws.

From the evidence on record and the own admission of the workman in the cross-examination including the specific admission that he was engaged by the contractor and the contractor left him to FCI, it is clear that the workman was engaged by the contractor. The workman has not produced any evidence to show that he was directly engaged by the Party No. 1.

10. At this juncture, I think it apropos to mention about the principles enunciated by the Hon'ble Apex Court regarding contract labours, in the two decisions reported in 1985-II LLJ-4 (S.C.) (The workman of the Food Corporation of India Vs M/ s Food Corporation of India) and 2001 LAB IC 3656 (S.C.) (Steel Authority of India Ltd. and Others Vs. National Union Water Front Workers and Others).

In the decision reported in 1985-II LLOJ-4 (supra) the Hon 'ble Apex Court have held that:-

> "Briefly stated, when corporation engaged a contractor for handling foodgrain at Siliguri Depot, the corporation had nothing to do with the manner of handling work done by the contractor, the labour force employed by him, payments made by him etc. In such a fact situation, there was no privity of contract of employer and workmen .between the corporation and the workmen. "Workmen" has been defined (omitting the words not necessary) in the Industrial Disputes Act to mean (any person including an apprentice) employed in any industry to do....." 'The expression' employed has at least two known connotations, but as used in the definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and employee or master and servant unless a person is thus employed there can be no question of his being a "workman" within the definition of the term as contained in the Act.
>
> Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra (1957 - I - LLJ - 477). Now where a contractor employs a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person. Therefore, when the workmen employed by the contractor were certainly not the workmen of the corporation and no claim to that effect has been made by the union."

11. In the decision reported in 2001 LAB IC - 3656 (supra) the Hon'ble Apex Court have held that:-

> "The principle that a beneficial legislation needs to be constructed liberally in favour of the class for whose benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the legislature. The intendment of the CLRA Act is to regulate the conditions of service of the contract labour and to authorize in Section 10 (1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant factors. But, the presence of some or all those factors, provide no ground for absorption of contract labour on issuing notification under Section 10 (1) by the appropriate Government, is not alluded to either in Section 10 or at any other place in the Act and the consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act, it is not for the High Courts or the Supreme Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and, 25 a different sequel be it absorption of contract labour in the establishment of principal employer or a lesser or a harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such clearly impermissible.
>
> Thus on issuance of prohibition notification under S. 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial

dispute brought before it by any contract in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. If the contract is found to be genuine and the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour. It otherwise found suitable, and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Air India's case 1997 AIR SCW 430 Overruled prospectively. M.A.T. Nos. 1704 and 1705 of 1999, D/ - 12-8-1999 (Cal): C.O. No. 6545(W) if 1996, D/ -9-5-1997(Cal): W.A. Nos. 345-354 of 1997m D / - 17-4-1998 (Kant): W.P. No. 4050 of 1999, D/ - 2-8-2000 (Bom) and W.P. No. 2616 of 1999, D/ - 23-12-1999 (Bom), 1998 Lab IC 2571 (Cal), Reversed.

It cannot be said that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, the relationsphip of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "Contract labour", "Establishment" and "Workman" does not show that the legal relationship between the person employed in any industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "Workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that combined reading of the terms "Establishment" and "Workman" shows that a workman engaged in any establishment would have direct relationship with the principal employer as a servant of master. But what is true of a workman could not be correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour nor can such relationship be implied from the provisions of the action issuing notification under Section 10(1) of the CLRA Act. A fortiori much less can such a relationship be found to exist from the rules and the forms made there under. "

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

12. In this case, the letter No. U-23013/11/89/LW dated 28-05-92, Govt. of India, Ministry of Labour shows that the prohibition of employment of contract labour in sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishments of Food Corporation of India and some other departments was lifted by the Central Government. So, the engagement of contract labour by the Party No.1 cannot be said to be illegal. It is also found from the materials on record that the appointment of labour contractor by Party No. 1 for supply of Security Guards was genuine and the same was not only on papers as claimed by the workman. The workman has failed to' prove such claim by adducing cogent or reliable evidence. The engagement of labour contractor by Party No. 1 was not a mere ruse or camouflage to evade compliance of the various beneficial legislations, so as to deprive the workman of the benefits there under. The workman has not been able to produce any document to show that at any point of time, Party No. 1 paid his wages as their employee. It is clear from the evidence that Party No.1 paid wages of the last three months to the workman in presence of the Labour Commissioner, as the contractor did not pay the same. As it is clear from the evidence on record that the workman was engaged as a contract labour with Party No.1, by the contractor and as such, it can be held that there was no relationship of master and servant between the Party No.1 and the workman. Hence, there was no question of termination of the services by the Party No.1 or compliance of the provisions of Sections 25-F or 25-H of the Act.

13. It is the own case of the workman that he was engaged by the contractor. So the contractor, who had engaged the workman is a necessary party in the reference. The said contractor has not been added as a party in this reference. Due to non-joinder of necessary party, the reference is bad in law.

In view of the materials on record and the discussions made above, the reference cannot be answered in favour of the workman. Hence, it is ordered :—

ORDER

The reference is answered in the negative. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 649.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. एस. पी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 145/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-42012/63/2002-आई आर (सी एम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S. O. 649.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 145/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of National Sericulture Project, Central Silk Board and their workmen, received by the Central Government on 22-02-2013

[No. L-42012/63/2002-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT /NGP /145/2002

Date: 04-02-2013

Party No. 1

The Deputy Director,
National Sericulture Project,
Central Silk Board, P-2, Basic Seed Farm,
Shirala, Tah. Patur,
Distt. AKOLA(MS).

Versus

Party No. 2

Shri Eknath Samadhan Shiral
R/o. Takli, Post-Borkhedi,
Teh. Motala,
Distt. Buldana, (MS).

AWARD

(Dated: 4th February, 2013)

In exercise of the powers conferred by claase (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of National Sericulture Project, Central Silk Board and their workman Shri Eknath Samadhan Shiral, for adjudication, as per letter No.L-42012/63/2002-IR (CM-II) dated 09-08-2002, with the following schedule:-

> "Whether the action of the Deputy Director, National Sericulture Project, Central Silk Board, Government of India, Basic Seed Farm Shirala, Taluka-Patur, Distt.-Akola (M.S.) in terminating the employment of Shri Eknath Samadhan Shiral w.e.f. 30-11-1996 is legal and justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Eknath Samadhan Shiral, ("the workman" in short) filed his statement of claim and the management of the National Sericulture Project, , Central Silk Board ("Party No.1" in short) filed their written statement.

The case of the workman as depicted from the statement of claim is that "National Sericulture Project" was started by the Central Silk Board, a unit of Government of India, at different places all over India including in Akola district and the said project was implemented by the Director, National Silk Worm Seed Project, Central Silk Board having office at Bangalore and the in-charge of the said project in Akola district and other places in Maharashtra was the Deputy Director having his office at P- 2, Basic Seed Farm, Shirla, Akola and there were seven technical centers (T.S.C.) at Washim, Akola, Mehekar, Khamgaon, Risod, Motala and Buldhana, which were under the control of the Deputy Director and he was initially appointed as a casual labour by party no. 1 w.e.f. 09-05-1992, at T.S.C., Motala, from the list of candidates received from the concerned employment exchange and T.S.C., Motala (wrongly mentioned as Akola in statement of claim) was closed by party no. 1 in 1993 and the party no. 1 handed over all the T.S.C. to the State Government of Maharashtra and the office of the Deputy Director issued the order of retrenchment of his services on 30-11-1996 and terminated his services w.e.f. 30-11-1996 on the ground of closure of the T.S.C. and N.S.P at Akola and three days after the order of retrenchment, the party no.1 issued another order dated 03-12-1996 and offered fresh engagement of a casual labour at Basic Seed Farm, Shirla, but when he reported for duty on the basis of the order dated 03-12-1996, he was not allowed by party no. 1 to resume duty, so he served a notice on party no. 1 on 08-02-1997 asking to allow him to resume duty, but the party no. 1 did not give any reply. It is further pleaded by the workman that in the circular dated 15-10-1992 of the Director, N.S.W.S.P, Bangalore, direction was issued to convert the casual labourers, who had completed five years of service as on 01-09-1992 to time scale labourers

and also to convert all other casual labourers to time scale, on their completion of five years of continuous service and by circular date 12-12-1996, it was decided to convert the casual labourers to time scale labourer, who had been engaged prior to 07-08-1992 and had completed two years of continuous service and the Deputy Director, N. S. P., Shirla vide his letter dated 13-10-1996 had sent the details of his services along with other casual labourers and according to the said information, he had completed more than four years of continuous service on 30-11-1996. and the date of his conversion as time scale labour was shown as 08-05-1997 and he has acquired the status of Time scale labourer and as such, he was not liable to be terminated and services of the casual labourers, Shri Abhay Tirpude and seven women field Assistants were not terminated and they were accommodated and transferred to other places and therefore, he was also entitled to be accommodated and even though the TSC were over to Maharashtra State Government, there was no need or propriety for party no. 1 to terminate his services and the work of labourers was and is available with party no. 1 at P-2 Basic Seed Farm, Shirla and also Gandhingala and party no. 1 is taking the work of labourers at Shirla by appointing contract labourers and hence, his retrenchment on account of closure of unit is on false ground and is illegal.

It is also pleaded by the workman that the establishment of party no. 1 is an industrial establishment as defined under section 25- L of the Act, hence provisions of chapter V-B of the Act are applicable to the establishment of the party no. 1 and his retrenchment is in contravention of the mandatory provision of Sections, 25-N, Section 25-F and 25-FF of the Act and the party no. 1 did not follow the procedure of section 25-G of the Act and as such, his retrenchment dated 30-11-1996 was illegal and unfair labour practice and he had completed more than 240 days of work in every year during his tenure and the termination of his services was illegal and he is entitled for reinstatement in service with continuity and full back wages.

3. The party no, 1 in the written statement have pleaded inter-alia that seven Technical service centers were established in different places in Maharashtra State with the financial assistance of World Bank and for the said centers, required number of casual labourers were engaged purely on temporary on daily wages basis, for the casual nature of work for the project period and the nature of work of the centre was to provide technical service to the farmers, who were practicing sericulture and the work of the centres was seasonal and intermittent in nature and the workman was engaged as a casual labourer at TSC, Motala on 09-05-1992 through local employment exchange and he worked intermittently and he did not work continuously and he was paid wages as fixed by the State Government and as per the terms and conditions of National Sericulture Project, the TSC establishment in pilot states were closed on 30-11-1996 and handed over to the State Government and the only P 2 Basic Seed Farm, which was functioning at Shirla during project period was subsequently closed and handed over to the State Government and while handing over the Technical Service Centers, the concerned State Government Sericulture Departments were requested to utilize the labourers engaged in the centers, but they did not agree for the same and there was no requirement of labourers in any of Central Silk Board units functioning in Maharashtra and thus, the services of the labourers were terminated by offering admissible notice period wages and retrenchment compensation, as per the provisions of Section 25-F of the Act and the workman and other labourers refused to receive the same and later, individual demand drafts were obtained in the name of the workman and other labourers and were sent to their residential addresses by registered post, but they refused to receive the same.

It is further pleaded by the party no. 1 that order dated 03-12-1996, was issued with the intention to rehabilate the retrenched labourers by engaging them for short duration at Basic Seed Farm, Sirla, but due to scaling down of farm activities and reduction of work load in the farm, the retrenched labourers could not be accommodated and that cannot be construed that work was available at P2 Basic Seed Farm, Shirla and after closure of TSC, Motala, no casual labour was accommodated at anywhere and the women filed assistants were appointed on regular basis as per recruitment rules of Central Silk Board and they were posted to work at TSC, Akola and other places in Maharashtra State and the workman cannot be equated with the regular staff and it is not an industrial establishment as defined under section 25(L) of the Act and provision of Section chapter V-B, 25 (L) and 25 (N) of the Act are not applicable to it and the workman is not entitled to any relief.

4. The workman has examined himself as a witness to prove the case. In his examination-in-chief, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim. However, in his cross-examination, the workman has admitted that he was engaged as a casual labour in the year 1992 and on 30-11-1996, the National Sericulture project was closed and the said project was handed over to State Govemment and in all seven persons were engaged in the project and all the seven persons including himself were retrenched by the State Government on 30-11-1996 and in the letter dated 30-11-1996 informed them about their retrenchment.

5. One S. Penchalaiah a Superintendent of National Silkworm seed Organisation Centre, Silk Board, Bangalore has been examined as a witness on behalf of the party no. 1. In his examination-in-chief, which is on affidavit, this witness has also reiterated the facts mentioned in the written statement. In his cross-examination, party no. 1 has

stated that he had or have not worked at Basic Seed Farm, Sirla and he has no personal knowledge about the period for which the workman worked at Basic Seed Farm, Shirla and the workman worked continuously for five years and he was entitled for regularisation.

6. It is necessary to mention here that the party no. 1 filed their written notes of argument on 21-09-2012. However, in spite of giving several opportunities, no argument either in writing or oral was advanced from the side of the workman and as such, the case was closed and was posted for award as per orders dated 15-01-2013

7. It is clear from the pleadings of the parties and the evidence on record including the oral evidence of the witnesses examined by the parties that the workman was engaged as a casual worker on 09-05-1992 and worked till 30-11-1996 without any break. However, the documents filed by the management, Exts. M-I to M-VII show that due to closure of the Technical service centres including the service centres at Motala, where the workman was working and handing over of the centres to the State Government of Maharashtra on 30-11-1996, the services of the workman and all other casual labourers were terminated and before termination of their services, one month's wages in lieu of notice and retrenchment compensation was offered to the workman and other labourers, but they refused to receive the same. Fact regarding entitlement to receive such wages and compensation has been mentioned in the notice itself. It is also found that the wages and retrenchment compensation was also sent in shape of Bank Draft by R P with AD to the workman, but the workman did not receive the same. There is no evidence that any casual labour was accommodated by party no. 1 at any other place and there was any discrimination in respect of the workman. There is also no evidence that provision of Chapter V-B and provisions of Sections 25-L and 25-N are applicable to party no. 1. As the mandatory provisions of the Section 25-F of the Act were complied with by party no.1, before termination of the services of the workman, it cannot be said that the termination of the services of the workman is illegal or invalid. Hence, it is ordered :—

ORDER

The action of the Deputy Director, National Sericulture Project, Central Silk Board, Government of India, Basic Seed Farm Shirala, Taluka-Patur, Distt.-Akola (M.S.) in terminating the employment of Shri Eknath Samadhan Shiral w.e.f. 30-11-1996 is legal and justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 650 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. एस. पी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 144/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-42012/62/2002-आई आर (सी एम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S. O. 650.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 144/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of National Sericulture Project, Central Silk Board and their workmen, received by the Central Government on 22-02-2013.

[No. L-42012/62/2002-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT /NGP /144/2002

Date: 04-02-2013.

Party No. 1

The Deputy Director,
National Sericulture Project,
Central Silk Board, P-2, Basic Seed Farm,
Shirala, Teh. Patur,
Distt. AKOLA(MS).

Versus

Party No. 2

Shri Bhaskar Mohanji Suradkar
R/o Madh,
Teh. & Distt. Buldana, (MS).

AWARD

(Dated: 4th February, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in

short), the Central Government has referred the industrial dispute between the employers, in relation to the management of National Sericulture Project, Central Silk Board and their workman Shri Bhaskar Mohanji Suradkar, for adjudication, as per letter No.L-42012/62/2002-IR (CM-II) dated 09-08-2002, with the following schedule :—

> "Whether the action of the Deputy Director, National Sericulture Project, Central Silk Board, Government of India, Basic Seed Farm Shirala, Taluka-Patur, Distt.-Akola (M.S.) in terminating the employment of Shri Bhaskar Mohanji Suradkar w.e.f. 30-11-1996 is legal and justified? If not, what relief the concerned workman is entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Bhaskar Mohanji Suradkar, ("the' workman" in short) filed his statement of claim and the management of the National Sericulture Project, Central Silk Board ("Party No.1" in short) filed their written statement.

The case of the workman as depicted from the statement of claim is that "National Sericulture Project" was started by the Central Silk Board, a unit of Government of India, at different places all over India including in Akola district and the said project was implemented by the Director, National Silk Worm Seed Project, Central Silk Board having office at Bangalore and the in-charge of the said project in Akola district and other places in Maharashtra was the Deputy Director having his office at P-2, Basic Seed Farm, Shirla, Akola and there were seven technical centers (T.S.C.) at Washim, Akola, Mehekar, Khamgaon, Risod, Motala and Buldhana, which were under the control of the Deputy Director and he was initially appointed as a casual labour by party no. 1 w.e.f. 16-02-1991, at T.S.C., Buldhana, from the list of candidates received from the concerned employment exchange and T.S.C., Buldhana (wrongly mentioned as Akola in statement of claim) was closed by party no. 1 in 1993 and the party no. 1 handed over all the T. S. C. to the State Government of Maharashtra and the office of the Deputy Director issued the order of retrenchment of his services on 30-11-1996 and terminated his services w.e.f. 30-11-1996 on the ground of closure of the T.S.C. and N.S.P at Akola and three days after the order of retrenchment, the party no. 1 issued another order dated 03-12-1996 and offered fresh engagement of a casual labour at Basic Seed Farm, Shirla but when he reported for duty on the basis of the order dated 03-12-1996, he was not allowed by party no. 1 to resume duty so he served a notice on party no. 1 on 08-02-1997 asking to allow him to resume duty, but the party no. 1 did not give any reply. It is further pleaded by the workman that in the circular dated 15-10-1992 of the Director, 'N.S.W.S.P, Bangalore, direction was issued to convert the casual labourers, who had completed five years of service as on 01-09-1992 to time scale labourers and also to convert all other casual labourers to time scale, on their completion of five years of continuous service and by circular date 12-12-1996, it was decided to convert the casual labourers to time scale labourer, who had been engaged prior to 07-08-1992 and had completed two years of continuous service and the Deputy Director, N.S.P., Shirla vide his letter dated 13-10-1996 had sent the details of his services along with other casual labourers and according to the said information, he had completed more than five years of continuous service on 30-11-1996 and the date of his conversion as time scale labour was shown as 15-02-1996 and he has acquired the status of Time scale labourer and as such, he was not liable to be terminated and services of the casual labourers, Shri Abhay Tirpude and seven women field Assistants were not terminated and they were accommodated and transferred to other places and therefore, he was also entitled to be accommodated and even though the T.S.C. were over to Maharashtra State Government, there was no need or propriety for party no. 1 to terminate his services and the work of labourers was and is available with party no. 1 at P-2 Basic Seed Farm, Shirla and also Gandhingala and party no. 1 is taking the work of labourers at Shirla by appointing contract labourers and hence, his retrenchment on account of closure of unit is on false ground and is illegal.

It is also pleaded by the workman that the establishment of party no. 1 is an industrial establishment as defined under Section 25-.L of the Act, hence provisions of chapter V- B of the Act are applicable to the establishment of the party no. 1 and his retrenchment is in contravention of the mandatory provision of sections, 25- N, Section 25- F and 25- FF of the Act and the party no. 1 did not follow the procedure of Section 25-G of the Act and as such, his retrenchment dated 30-11-1996 was illegal and unfair labour practice and he had completed more than 240 days of work in every year during his tenure and the termination of his services was illegal and he is entitled for reinstatement in service with continuity and full back wages.

3. The party no, 1 in the written statement have pleaded inter-alia that seven Technical service centers were established in different places in Maharashtra State with the financial assistance of World Bank and for the said centers, required number of casual labourers were engaged purely on temporary on daily wages basis, for the casual nature of work for the project period .and the nature of work of the centre was to provide technical service to the farmers, who were practicing sericulture and the work of the centres was seasonal and intermittent in nature and the workman was engaged as a casual labourer at T.S.C. Buldhana on 16-02-1992 through local employment exchange and he worked intermittently and he did not work continuously and he was paid wages as fixed by the

State Government and as per the terms and conditions of National Sericulture Project, the T.S.C. establishment in pilot states were closed on 30-11-1996 and handed over to the State Government and the only P-2 Basic Seed Farm, which was functioning at Shirla during project period was subsequently closed and handed over to the State Government and while handing over the Technical Service Centers, the concerned State Government Sericulture Departments were requested to utilize the labourers engaged in the centers, but they did not agree for the same and there was no requirement of labourers in any of Central Silk Board units functioning in Maharashtra and thus, the services of the labourers were terminated by offering admissible notice period wages and retrenchment compensation, as per the provisions of Section 25- F of the Act and the workman and other labourers refused to receive the same and later, individual demand drafts were obtained in the name of the workman and other labourers and were sent to their residential addresses by registered post, but they refused to receive the same.

It is further pleaded by the party no. 1 that order dated 03-12-1996, was issued with the intention to rehabiliate the retrenched labourers by engaging them for short duration at Basic Seed Farm, Sirla, but due to scaling down of farm activities and reduction of work load in the farm, the retrenched labourers could not be accommodated and that cannot be construed that work was available at P-2 Basic Seed Farm, Shirla and after closure of T.S.C. Motala, no casual labourer was accommodated at anywhere and the women filed assistants were appointed on regular basis as per recruitment rules of Central Silk Board and they were posted to work at T.S.C, Akola and other places in Maharashtra State and the workman cannot be equated with the regular staff and it is not an industrial establishment as defined under Section 25(L) of the Act and provisions of chapter V-B, of Section 25(L) and 25(N) of the Act are not applicable to it and the workman is not entitled to any relief.

4. The workman has examined himself as a witness to prove the case.In his examination-in-chief, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim. However, in his cross-examination, the workman has admitted that he was engaged as a casual labourer in the year 1991 and on 30-11-1996, the National Sericulture project was closed and the said project was handed over to State Government and in all seven persons were engaged in the project and all the seven persons including himself were retrenched by the State Government on 30-11-1996 and in the letter dated 30-11-1996 informed them about their retrenchment.

5. One S. Penchalaiah a Superintendent of National Silkworm Seed Organisation Centre, Silk Board, Bangalore has been examined as a witness on behalf of the party no.1. In his examination-in-chief, which is on affidavit, this witness has also reiterated the facts mentioned in the written statement. In his cross-examination, party no. 1 has stated that he had or have not worked at Basic Seed Farm, Sirla and he has no personal knowledge about the period for which the workman worked at Basic Seed Farm, Shirla and the workman worked continuously for five years and he was entitled for regularisation.

6. It is necessary to mention here that the party no.1 filed their written notes of argument on 21-09-2012. However, inspite of giving several opportunities, no argument either in writing or oral was advanced from the side of the workman and as such, the case was closed and was posted for award as per orders dated 15-01-2013

7. It is clear from the pleadings of the parties and the evidence on record including the oral evidence of the witnesses examined by the parties that the workman was engaged as a casual worker on 16-02-1991 and worked till 30-11-1996 without any break. However, the documents filed by the management, Exts. M-I to M-VII show that due to closure of the Technical service centres including the service centres at Buldhana, where the workman was working and handing over of the centres to the State Govemment of Maharashtra on 30-11-1996, the services of the workman and all other casual labourers were terminated and before termination of their services, one month's wages in lieu of notice and retrenchment compensation was offered to the workman and other labourers, but they refused to receive the same. Fact regarding entitlement to receive such wages and compensation has been mentioned in the notice itself. It is also found that the wages and retrenchment compensation was also sent in shape of Bank Draft by R P with AD to the workman, but the workman did not receive the same. There is no evidence that any casual labourer was accommodated by party no. 1 at any other place and there was any discrimination in respect of the workman. There is also no evidence that provision of Chapter V-B and provisions of Sections 25- L and 25-N are applicable to party no. 1 As the mandatory provisions of the section 25-F of the Act were complied with by party no.l, before termination of the services of the workman, it cannot be said that the termination of the services of the workman is illegal or invalid. Hence, it is ordered:—

ORDER

The action of the Deputy Director, National Sericulture Project, Central Silk Board, Government of India, Basic Seed Farm, Shirala, Taluka-Patur, Distt.-Akola (M.S.) in terminating the employment of Shri Bhaskar Mohanji Suradkar w.e.f. 30-11-1996 is legal and justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 651 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 259/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/161/2003-आई आर (सी एम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 651.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 259/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India and their workmen, received by the Central Government on 22-02-2013.

[No. L-22012/161/2003-IR (CM-II)]
B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT /NGP /259/2003

Date: 06-02-2013

Party No. 1 (a):

The District Manager,
Food Corporation of India,
Ajani, Nagpur,
Nagpur - 440015.

Party No. 1 (b):

The Senior Regional Manager,
Food Corporation of India,
Ministry Bhawan, Dinshaw Wacha Road,
Churchgate,
Mumbai - 400020

Versus

Party No. 2

The Secretary,
Rashtriya Mazdoor Sena,
Hind Nagar Ward No.2, Near Boudha Vihar,
Post: Wardha,
Distt. Wardha (M.S.)

AWARD

(Dated: 6th February, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Food Corporation of India and their workman, Shri Ashok Harichandra Maliye, for adjudication, as per letter No.L-22012/161/2003-IR. (CM-II) dated 08-12-2003, with the following schedule :—

"Whether the action of the management of Food Corporation of India, Nagpur (M.S.) in terminating the services of Shri Ashok Harichandra Maliye, Security Guard w.e.f 14-03-1999 is legal and justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Ashok Harichandra Maliye ("the workman" in short), filed the statement of claim and the management of Food Corporation of India ("Party No. 1" in short) filed its written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of Party No. 1 from 22-07-1995 and he was initially engaged through, a contractor at Wardha Depot of Party No.1, as a Security Guard and he was in continuous service without any interruption till 14th March, 1999, when his services were terminated orally by Party No. 1, without following the due procedure of law and he had completed more than 240 days of work in each year and the termination of his services on 14-03-1999 was not in good faith, but in colourable exercise of the rights and powers by the Party No.1 and while terminating his services, neither one month's notice nor one month's wages in lieu of notice nor retrenchment compensation was given to him as required under Section 25-F of the Act and after his illegal termination, fresh hands from the department of home guard and police were engaged by Party No. 1 to extract the duties of Security guards, in violation of the provision of Section 25-H of the Act and the work which he was performing is constantly in existence and the same is of a perennial nature and as his termination is illegal and unlawful, he is entitled for reinstatement in service with continuity and full back wages.

The further case of the workman is that in 1993, was engaged by the Party No. 1 through the contractor for a period of two years, but the contract was made only on papers and after every two years, the Party No. 1 changed the contractor on papers only and the engagement of the so-called contractor did not replace the Security Guards and he was also not disturbed from his services and he was merely shown to be engaged by the contractors, but actually he was working under the direct control and supervision of the Party No. 1 and the contractor had no role to play in the same and the work performed by him was being assigned to him by Party No. 1 and he was a regular employee of Party No.1 and Party No. 1 was his real employer and not the contractor as alleged and the

engagement and change of contractors by Party No.1 from time to time was sham and only a camouflage to deny his legitimate claim and the contract between Party No.1 and the contractor was bogus and not genuine and therefore, his oral termination from services was against the mandatory provisions of the Act and the Central Government decided to abolish the appointment of contract labour as contemplated under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and issued notification on 01-11-1990 with directions to abolish the contract labour system in the establishment of the Party No. 1 and to give employment to contract labours engaged by the management and therefore, it was the mandatory duty of the Party No.1 to abolish the contract labour system in all places and management of FCI implemented the notification only at Nagpur and Manmad and absorbed the Security Guards working at Nagpur and Manmad, but at Akola, Amravati, Wardha and Gondia districts, the contract labour system was continued by the management, with an intention to deprive him from the benefits under the labour laws.

It is further pleaded by the workman that his salary was paid by the Party No.1 and not by the contractor and his daily attendance was also marked by the Asstt. Manager of FCI, Wardha Depot and the Party No. 1 was supervising his work through their officers and he had no relation with the so called contractors engaged by the Party No. 1 and Party No. 1 also supplied the articles, such as, torch, lathi, whistle and uniform etc. to him and in view of the long spell of work being carried out by him, he is entitled to be reinstated in service with continuity and full back wages.

3. The Party No.1 in their written statement have pleaded inter alia that the workman was never in their employment and the workman has not impleded the contractor, who appointed him, as a Party and the workman was engaged by the contractor as a Security Guard at FCI Depot and the said contractor is a necessary party and in absence of the contractor, the. proceeding cannot proceed and the workman was not in their service uninterruptedly till 14th March, 1999 and since the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of contract given to the contractor for providing Security services was up to 1998 and the same was extended as per the terms and conditions till March, 1999 and as the workman was not employed by them, there was no question of following the procedure of termination by them and they were not the employer of the workman and the services of the workman were never utilized by them as employer from 22-07-1995 to 14-03-1999 , without any break in service and the workman did not complete 240 days of work in a year as alleged and as the workman was engaged by the Security Contractor, there was no relationship of master and servant between them and the workman at any point of time and under Section 10 of the Contract Labour (Regularisation and Abolition) Act, they were exempted by the Central Government, so the allegations made by the workman against them are not true and there was no question of violation of the provisions of 25 (H) of the Act and the work does not constantly exist and the work of providing security guards was given to other Government Agencies like Police Personnel and Home guards and therefore, the workman has no right to claim any relief from them and the work of security is not perennial in nature and as and when their godowns are filled with food grains, then only, services of the security guards are required and in pursuance of the notification issued by the Central Government abolishing contract labour system, they appointed Home guards and Police personnel as security guards.

The further case of party no. 1 is that for the reliefs as claimed, the workman had filed a writ petition before the Hon'ble High Court, Nagpur Bench bearing W.P. No. 1389/99 and the Hon'ble High Court rejected the said WP and denied the reliefs prayed for and therefore, this Tribunal has no jurisdiction to decide the reference and the decision of the Hon'ble Court operates as res-judicata and they floated tenders for the contract and lowest bidder was awarded the contract and the change of contractor in every two years was not on papers only and they had no say in the appointment of security guards by the security contractor and they had no control over the appointment and service conditions of the workman, who was an employee of the security agency and he was never their employee and the security contractor was the employer of the workman.

The further case of party no. 1 is that the appropriate government decided to abolish the employment of the contract labour as contemplated under Section 10 of the Contract Labour (Regularisation and Abolition) Act, 1970 and the interpretation of the notification issued on 01-11-1990 put by the workman is not correct and they were exempted from the operation of the Act of 1970 in the year 1989 and the said exemption was withdrawn in the year 1999 and therefore, the security contact given to the contractor was terminated and hence, the services of the workman were terminated by the security contractor and they did not pay the salary to the workman and it was the contractor, who was paying the same to the workman and when the contractor failed to pay the salary to the workman, they paid the amount as per the directions given by the ALC from time to time and the said amount was recovered from the contract's bill and they only used to check the attendance of the security guards to find out as to whether the contractor had made arrangement of the requisite number of security guards, as per their requirement and they did not have the power to terminate any employee appointed by the contractor and they did not provide any article, such as torch, Lathi, whistle and

uniform etc. to the workman and as such, the workman is not entitled to any relief.

4. Both parties have led oral evidence, in support of their respective claims, besides placing reliance on documentary evidence.

The workman in support of his claim has examined himself as a witness. In his evidence, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim.

In his cross-examination, the workman has admitted that the contractor engaged them in FCI and the contractor was Singh Security and neither Singh Security nor FCI issued any appointment order and he has not filed any document showing payment made by FCI to him and FCI did not issue any letter terminating their services and during the first two years of service, there was one contractor and in the subsequent two years, there was another contractor, who was Mr. Chauhan and he has not filed any document showing that punishment was awarded by the FCI to any Security Guard and his signature is at serial no. 36 on the letter issued by the contractor to the FCI which was received on 18-12-1996, Exhibit M-4 and under that letter they were asked to join for the first time and under the said letter he was appointed for the first time and it was his first appointment.

5. Shri Suresh N. Bokade, the witness examined on behalf of the party no.1 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. In his cross-examination, this witness has stated that he has no knowledge if FCI had obtained any license from the competent authoriry for engagement of contract labours in FCI. The witness has admitted that the workman was working from 1993 in FCI and he was engaged for watch and ward of go-downs and the workman and 12 other workmen were keeping watch on the incoming and outgoing vehicles to and from FCI go-downs and the contractor engaged by FCI to supply contract labourers had the required license for the same, but copy of such license was not filed and the process of engagement of contractors was done by the Regional Office of FCI and he has no personal knowledge about the details of the process of engagement of contractors and during the general election to the Parliament, FCI had submitted the names of the workman and 12 others in the list of employees submitted to the collector. This witness has denied the suggestions that the workman and 12 others were appointed by the FCI for watch and ward of the go-downs of FCI at Wardha in 1993 and that the FCI was maintaining the attendance register of the workmen. The witness has further stated that payment of wages to the workman was being done through the contractor as per the minimum wages fixed by the Government and FCI was not making any deduction from the said wages towards PF and ESI and FCI was not maintaining any duty register or salary register for the workman and the concerned Asstt. Manager and Assistants were verifying the supply of labourers by the Contractor and the contractor was submitting monthly bills for supply of labours and the workman was on duty from 1993 to 1999 in FCI.

6. At the time of argument, it was submitted by the learned advocate for the workman that the workman was engaged by the management of FCI on 22-07-1995 at Wardha depot as a security guard and he worked continuously without any interruption till 14th March, 1999 and his services were terminated orally by the party no.1, without following the due procedure of law and the workman had completed more than 240 days of work in each year and before termination of the services of the workman, neither one month's notice nor one month's wage in lieu of notice nor retrenchment compensation was given to the workrman, as required under section 25-F of the Act and after termination of the services of the workman, fresh hands were engaged by party no. 1 to extract the duties of security guard, in violation of the provision of section 25- H of the Act and the work of security guard is perennial in nature, hence the termination of the workman is void and illegal.

It was further submitted by the learned advocate for the workman that the party no.1 had shown the workman as contract labour, but the so called contract was made only on papers and the workman was actually working under the direct control and supervision of the party no. 1 and he was never a contract labour and such action of the party no.1 was sham and only a camouflage to deny the legitimate claim of the workman and the so called contract between the management and the contractor was bogus and not genuine and the Central Government by notification dated 1-11-1990 abolished the employment of contract labour and directed to give employment to contract labours engaged by the management and therefore, the management of FCI was bound to abolish the contract labour system and to give employment to the workman.

It was also submitted by the learned advocate for the workman that party no. 1 has admitted the claims made by the workman and has not been able to prove their claim that the workman was a contract labour, by producing cogent evidence in support of the same and as such, the workman is entitled for reinstatement in service with continuity and full back wages.

7. Per contra, it was submitted by the learned advocate for the party no.1 that the workman was never appointed by party no.1 and he has engaged by the contractor as a security guard and as such, the concerned contractor is a necessary party and inspite of raising such objection in the written statement, the workman did not implead the contractor as a party and for that the reference is not maintainable. It was further submitted by the learned advocate for the party no.1 that the workman was

engaged by the contractor and as the contract of the contractor came to an end in March, 1999, the services of the workman were terminated by the contractor and as such, there was no question of party no.1 complying with the due procedure of termination and there was no relationship of master and servant between the party no.1 and the workman and the party no.1 was exempted by the Central Government from the ban imposed for engagement of contract labourers, so contract was given to the security contractor, as per rules, for supply of security guards and due to the notification of the Government for abolition of contract labour system, Home guards and Police personnel were appointed as security guards and party no.1 has no control over the workman and the security contractor was submitting bills for payment for supply of security guards and the security contractor was paying the wages to the workman. It was further submitted by the learned advocate for the party no.1 that the workman and some others had approached the Hon'ble High Court, Nagpur Bench in W.P. 1389 of 1999 for the reliefs sought in this reference and the Hon'ble High Court while depositing of the said petition have held that the termination of the workman by the contractor was a valid one and the action of FCI was legal and as such, the workman cannot agitate the question again and the decision of the Hon'ble High Court operates as res-judicata between the parties and the workman is not entitled to any relief.

8. First of all, I will take up the submission made by the learned advocate for the party no. 1 that the present reference is hit by the principles of res-judicata, due to the decision of the Hon'ble High Court, Nagpur Bench in W.P. 1389/99.

It is not disputed that the workman alongwith 78 others through the union, "Rashtriya Mazdoor Sena Saptahit Jaibhim" filed Writ Petition no. 1389/99 before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for their regularisation and the Hon'ble High Court did not grant such relief. On perusal of the order passed by the Hon'ble High Court on 29-07-2002 in the said writ petition, it is found that the workman and others claimed regularisation on the ground that they were employed by the contractor for doing regular work of the Food Corporation of India and in view of the same, they have became workmen of Food Corporation of India, since the work on which they were employed is of perennial nature. However, it is found from the judgment that the Hon'ble High Court did not consider the main relief and passed the following order:

> "In view of the judgment of the Constitution Bench in Steel Authority of India Ltd. and others Vs. National Union water front workers and others [reported in 2001 (7) SCC1], the relief sought by the petitioners cannot be granted since the petition involves disputed question of facts as also other facts which are required to be adjudicated by appropriate authority. Accordingly, the main prayer to absorb them cannot be granted.
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> XX XX XX XX
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> In view of the rejection of the main prayer, the question of granting other prayer does not arise. In case, the petitioners approach the appropriate authority, the appropriate authority shall take decision in the matter within a period of one year. The applicants are free to approach the appropriate authority for redressal of their grievances."

So, it is clear from the orders passed by the Hon'ble High Court as mentioned above that the Hon'ble High Court did not consider the claim made by the workman and others on merit and granted them the liberty to approach the appropriate authority for redress. Hence, the reference cannot be said to be hit by the principles of res-judicata. So, there is no force in the contention raised by the learned advocate for the party no. 1.

9. In this reference, it is never the case of the workman that he was directly appointed or engaged by the party no. 1 as a security guard. In the very beginning of the statement of claim, it has been mentioned by the workman that he was initially engaged at Food Corporation of India Depot, Wardha as a security guard, through a contractor. In paragraph 4 of the statement of claim, the workman has mentioned that, "In the year 1993, the workman was engaged by the Food Corporation of India through contractor, for the period of 2 years, but the contract was made on paper." The case of the workman is that after every two years, the party no. 1 on papers showed the change of contractors, but he was not disturbed from services and he worked continuously without any break till 14-03-1999 and as he worked as a security guard of perennial nature, he is entitled for reinstatement in service. The workman has also claimed that as the Central Government issued notification on 1-11-1990 to abolish the contract labour system in FCI and directed to give employment to contract labours engaged by the management and party no.1 implemented such direction at Nagpur and Manmad only and gave employment and regularized and absorbed the services of the Security Guards working at Nagpur and Manmad and did not implement the same at Wardha and other places to deprive him from the benefits under the Labour Laws.

From the evidence on record and the own admission of the workman in the cross-examination including the specific admission that he was engaged by the contractor and the contractor left him to FCI and he was appointed through Singh Securities Services, it is clear that the workman was engaged by the contractor. The workman has not produced any evidence to show that he was directly engaged by the Party No. 1.

10. At this juncture, I think it apropos to mention about the principles enunciated by the Hon'ble Apex

Court regarding contract labours, in the two decisions reported in 1985-IILLJ (S.C.) (The workman of the Food Corporation of India Vs. M/s Food Corporation of India) and 2001 LAB IC 3656 (S.C.) (Steel Authority of India Ltd. and others Vs. National Union Water Front Workers and others).

In the decision reported in 1985-II LLOJ-4 (supra) the Hon'ble Apex Court have held that:-

> "Briefly stated, when corporation engaged a contractor for handling foodgrain at Siliguri Depot, the corporation had nothing to do with the manner of handling work done by the contractor, the labour force employed by him, payments made by him etc. In such a fact situation, there was no privity of contract of employer and workmen between the corporation and the workmen. "Workmen" has been defined (omitting the words not necessary) in the Industrial Disputes Act to mean (any person including an apprentice) employed in any industry to do.....". 'The expression' employed has at least two known connotations, but as used in the definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and employee or master and servant unless a person is thus employed there can be no question of his being a "workman" within the definition of the term as contained in the Act.
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> Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra (1957-I-LLJ-477). Now where a contractor employs a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person. Therefore, when the workmen employed by the contractor were certainly not the workmen of the corporation and no claim to that effect has been made by the union."

11. In the decision reported in 2001 LAB IC - 3656 (supra) the Hon'ble Apex Court have held that:-

> "The principle that a beneficial legislation needs to be constructed liberally in favour of the class for whose benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the legislature. The intendment of the CLRA Act is to regulate the conditions of service of the contract labour and to authorize in Section 10(1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant factors. But, the presence of some or all those factors, provide no ground for absorption of contract labour on issuing notification under Section 10 (1) by the appropriate Government, is not alluded to either in Section 10 or at any other place in the Act and the consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act, it is not for the High Courts or the Supreme Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel be it absorption of contract labour in the establishment of principal employer or a lesser or a harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such clearly impermissible.
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> Thus on issuance of prohibition notification under S. 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. If the contract is found to be genuine and the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour. It otherwise found suitable, and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Air India's case 1997 AIR SCW 430 Overruled prospectively. M.A.T. Nos. 1704 and 1705 of 1999, D/ - 12-8-1999 (Cal): C.O. No. 6545 (W) if 1996, D/ -9-5-1997(Cal): W.A. Nos. 345-354 of 1997m D/ -17-4-1998 (Kant): W.P. No. 4050 of 1999, D/ - 2-8-2000 (Bom) and W.P. No. 2616 of 1999, D/ - 23-12-1999 (Bom), 1998 Lab IC 2571 (Cal), Reversed.

It cannot be said that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "Contract labour", "Establishment" and "Workman" does not show that the legal relationship between the person employed in any industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "Workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that combined reading of the terms "Establishment" and "Workman" shows that a workman engaged in any establishment would have direct relationship with the principal employer as a servant of master. But what is true of a workman could not be correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour nor can such relationship be implied from the provisions of the action issuing notification under Section 10(1) of the CLRA Act. A fortiori much less can such a relationship be found to exist from the rules and the forms made there under."

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

12. In this case, the letter No. U-23013/11/89/LW dated 28-05-92, Govt. of India, Ministry of Labour shows that the prohibition of employment of contract labour in sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishments of Food Corporation of India and some other departments was lifted by the Central Government. So, the engagement of contract labour by the Party No.1 cannot be said to be illegal. It is also found from the materials on record that the appointment of labour contractor by Party No. 1 for supply of Security Guards was genuine and the same was not only on papers as claimed by the workman. The workman has failed to prove such claim by adducing cogent or reliable evidence. The engagement of labour contractor by Party No.1 was not a mere ruse or camouflage to evade compliance of the various beneficial legislations, so as to deprive the workman of the benefits there under. The workman has not been able to produce any document to show that at any point of time, Party No.1 paid his wages as their employee. It is clear from the evidence that Party No.1 paid wages of the last three months to the workman in presence of the Labour Commissioner, as the contractor did not pay the same. As it is clear from the evidence on record that the workman was engaged as a contract labour with Party No.1, by the contractor and as such, it can be held that there was no relationship of master and servant between the Party No. 1 and, the workman. Hence, there was no question of termination of the services by the Party No.1 or compliance of the provisions of Sections 25- F or 25- H of the Act.

13. It is the own case of the workman that he was engaged by the contractor. So the contractor, who had engaged the workman is a necessary party in the reference. The said contractor has not been added as a party in this reference. Due to non-joinder of necessary party, the reference is bad in law.

In view of the materials on record and the discussions made above, the reference cannot be answered in favour of the workman. Hence, it is ordered :

ORDER

The reference is answered in the negative. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 652. —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 08/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22 02 2013 को प्राप्त हुआ था ।

[सं. एल-22012/301/1995 आई आर (सी II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S. O. 652.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 08/ 1996) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workmen, which was received by the Central Government on 22-02-2013.

[No. L-22012/301/1995-IR (C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT: Sri Jayanta Kumar Sen, Presiding Officer

REFERENCE NO. 08 OF 1996

PARTIES:

The management of Lower Kenda Colly.,
M/s. ECL,
Burdwan (WB)

Vs.

The Jt. Gen. Secy.,
CMU, Burdwan (WB)

REPRESENTATIVES:

For the Management: Sri P. K. Das, Ld. Advocate

For the union (Workman): None

INDUSTRY: COAL STATE: WEST BENGAL

Dated -16-01-13

AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its Order No. L-22012/301/95-IR(C-II) dated 14-02-1996 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Lower Kenda Colliery under Kenda Area of M/s. ECL, PO: Bahula, Distt. Burdwan in not offering employment to the son-in-law of Sh. Bandhu Dhibar, Ex-winding Engine Operator (medically unfit) is justified? If not, what relief the workman is entitled to?"

Having received the Order of Letter No.L-22012/301/95-IR(C-II) dated 14-02-1996 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 08 of 1996 was registered on 20-02-1996 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

On perusal of the case record, it has been found that the workman/Union is neither appearing nor taking any step since long. It seems that they are now no more interested to proceed with the case further. As such, the case is closed and accordingly an order of "No Dispute Award" is hereby passed.

ORDER

Let an "Award" be and the same is passed as "No Dispute" existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 653.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 34/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल 22012/562/1995-आई आर (सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S. O. 653.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/1996) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workmen, which was received by the Central Government on 22-02-2013.

[No. L-22012/562/1995-IR (C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT: Sri Jayanta Kumar Sen, Presiding Officer

REFERENCE No. 34 OF 1996

Parties:

The Management of Kajora Area,
M/s. ECL,
Burdwan (WB)

Vs.

The Gen. Secy., CMS,
Asansol (WB)

REPRESENTATIVES:

For the Management: Sri P.K. Das, Ld. Advocate

For the union (Workman): None

INDUSTRY: COAL STATE: WEST BENGAL

Dated -17-01-13

AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its Order No. L-22012/562/95-IR(C-II) dated 21-08-1996 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the denial of the management of Kajora Area of M/s, ECL in providing employment to the dependent of Sh. Mahendra Roy, Ex. Security Guard of Kajora Area is justified? If not, what relief the workman is entitled to?"

Having received the Order of Letter No.L-22012/562/95-IR.(C-II) dated 21-08-1996 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 34 of 1996 was registered on 27-08-1996 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

On perusal of the case record, it has been found that the workman/Union is neither appearing nor taking any step since 2007. It seems that they are now no more interested to proceed with the case further. The case is also too old-1996. As such, the case is closed and accordingly an order of "No Dispute Award" is hereby passed.

ORDER

Let an "Award" be and the same is passed as "No Dispute" existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 654. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 22/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/325/2007-आई आर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S. O. 654.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of Sripur Area of M/s. ECL and their workmen, received by the Central Government on 22-02-2013.

[No. L-22012/325/2007-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present : Sri Jayanta Kumar Sen, Presiding Officer

REFERENCE No. 22 OF 2008

Parties :

The management of Kalipahari(R) Colly.,
M/s. ECL,
Burdwan

Vs.

The Gen. Secy.,
KMC, Asansol (WB)

REPRESENTATIVES:

For the Management : Shri P. K. Das, Ld. Advocate

For the union (Workman) : Shri S. K. Pandey, Ld. Representative

INDUSTRY: COAL

STATE: WEST BENGAL

Dated - 04-02-13

AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of labour vide its Order No. L-22012/325/2007-IR(CM-II) dated 15-05-2008 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Kalipahari(R) Colliery under Sripur Area of M/s. ECL by not regularizing Sri Kishor Kr. Singh working as Office Superintendent in the Technical and Supervisory Grade 'A' is legal and justified? To what relief is the workman concerned entitled to?"

Having received the Order of Letter No.L-22012/325/2007-IR(CM-II) dated 15-05-2008 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 22 of 2008 was registered on 27-05-2008 and accordingly an order to that effect was passed to issue notices through the

registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

It appears from perusal of the record and all the documents as well as written statement filed on behalf of the claimant-workman Kishor Kumar Singh that one Sukumar Chatterjee-was posted as Office Superintendent of Kalipahari Agent's Office, has superannuated from his service w.e.f. 30.11.2003, and thereafter the post was remained vacant and the work of the office was suffering very badly, so to manage the office-work of Superintendent, a notice was issued by the Office of Kalipahari(R) Colliery, Sripur Area (Ref No. AGT/KPH/A-19/04/1403 dated 30-09-2004, by which applicant has been called from willing Senior Clerks (Special Grade) of Kalipahari(R) Colliery. On the basis of above notice Kishor Kumar Singh, Senior Clerk (applicant-workman) filed his application with Biodata on 04-10-2004 showing his willingness. After considering the willingness of Kishor Kumar Singh, the office of the Agent, Kalipahari(R) Colliery, Sripur Area has issued an Office Order vide Ref. No. AGT/KPH/A-19/Authorisation/04/1515 dated 01-11-2004, and since then Kishor Kumar Singh is looking after the day to day work of the office Superintendent of the said Colliery. It further appears from the documents that after considering the satisfactory work of Kishor Kumar Singh, the Deputy C.M.E./Agent, Kalipahari(R) Colliery, the Office of the General Manager, Sripur Area has issued an Office Order No. GN/SA/C-6D/8(Genl.)/05/647 dated 21-04-05 has approved for giving authorization to Kishor Kumar Singh, Senior Clerk, to work as Office Superintendent of the said office to acquire the skill and knowledge of the said post without any financial benefit, and on the basis of above order of General Manager, the Office of the Agent, Kalipahari(R) Colliery has issued an Office Order (No. AGT/KPH/A-19/05/530 dated 21-04-05, and Kishor Kumar Singh has been authorized to officiate as Office Superintendent of the Agent of said colliery, and since then the claimant Kishor Kumar Singh is officiating the office of Superintendent, but he has not been promoted nor his post has been regularise as Office Superintendent nor he is getting any financial benefit since last seven years. It further appears from the documents filed that the applicant-workman Kishor Kumar Singh has applied several time before the Authority, Management of Kalipahari(R) Colliery under Sripur Area of M/s. ECL, but the Management did not consider the prayer of Kishor Kumar Singh by regularising his service who is still working as Office Superintendent in the Technical and Supervising Grade 'A'. Now it has to be seen whether the action of the Management is legal and Justified.

It has been submitted on behalf of the workman Kishor Kumar Singh that the workman is working satisfactorily as Office Superintendent since 21-04-05 and there is no adverse remark against him in the Service-record which is apparently clear from the written statement file by the Agent dated 14-11-2006 before the Assistant labour Commissioner (Para 2). Further it appears that the case of one Debasish Banerjee Typist/Clerk of Ghusick 'R' Colliery was considered by the Management and he was given due promotion with all monetary benefit vide Order No. G.M./SA/C-6D/8(KPH)/04/1837 dated 15-11-2004.

On perusal of the written statement filed on behalf of the Management I find that nothing has been mentioned against the work or conduct of the petitioner-workman Kishor Kumar Singh, nor any such document has been filed to show the ground of non-consideration of the prayer of the workman Kishor Kumar Singh. It reveals clear discrimination with the workman -applicant Kishor Kumar Singh by the management without any rhyme and reason, which is apparently clear against the "Natural Justice"

Considering the whole facts and circumstances discussed above, I find and came into conclusion that the action of the Management of Kalipahari (R) Colliery under Sripur Area of M/s. ECL by not regularising Kishor Kumar Singh, working as Office Superintendent in Technical and Supervising Grade 'A' is totally illeagal and not justified and the same is fit to be set aside. In my opinion the applicant-workman Kishor Kumar Singh is entitled for regularisation in service in Grade 'A' as claimed, and is also entitled to get all back wages (financial benefit) the financial benefit from 21-04-2005 till his regularisation as he has been authorized to work for the said post by the order of General Manager. The Management should regularize the post of the applicant-workman as soon as possible without any further delay.

ORDER

Let an "Award" be and the same is passed as per above discussion. Send the copies of the order to the Govt. of India, Ministry of labour, New Delhi for information and needful. The reference is accordingly disposed of.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 655 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 06/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/276/2007 आई आर (सी एम II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S. O.655.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 06/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Chanda Rayatwari Colliery of WCL, and their workmen, received by the Central Government on 22-02-2013.

[No. L-22012/276/2007-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT /NGP /06/2009

Date: 07-02-2013.

Party No. 1 :

The Sub Area Manager,
Chanda Rayatwari Colliery of WCL,
Post-Rayatwari,
Chandrapur (MS)

Versus

Party No. 2

The General Secretary,
Koyla Shramik Sabha (HMS),
C/o. C.J. Khandre, Near Mahakali Mandir,
Distt. Chandrapur (MS).

AWARD

(Dated: 7th February, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their claimant, Smt. Sunita W/o Digamber Gaikwad, for adjudication, as per letter No.L-22012/276/2007-IR (CM-II) dated 16-02-2009, with the following schedule:-

> "Whether the demand of Monetary Compensation (w.e.f. 05-02-1999 to 31-03-2002) by the KSS Union i.r.o.Smt. Sunita, the dependent Widow of Late Digamber Gaikwad is proper & justified? If so, to what relief is widow of the deceased employee entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written- statement and accordingly, the union, "Koyla Shramik Sabha (HMS)", ("the union" in short), filed the statement of claim on behalf of the claimant, Smt. Sunita, widow of Late Digamber Gaikwad and the management of WCL, ("Party No.1" in short) filed their written statement.

The case of the claimant as presented by the union in the statement of claim is that it (union) is a registered Trade union under the Trade Unions Act, 1926 and party no. 1 is a Government company and is a "state" within the meaning of Article 12 of the Constitution of India and the provisions of National Coal Wage Agreements ("the NCWA" in short) are mandatory and are binding on all coal companies including party no. 1 and the provisions of employment to dependent of deceased employee were introduced for the first time in NCWA-II and the Joint Bipartite Committee for the coal industry in its meeting held on 25. 10. 1979, took further decision to provide jobs to the dependent concerned, within two months of receipt of application from the claimants by the management and the provision for monetary benefits to dependent was introduced in NCWA-V and continued in subsequent NCWAs VI, VII and VIII and according to such provision, the option is on the female dependent, either to accept monetary compensation or employment. The further case of the claimant as presented by the union is that Late Digamber Gaikwad was a permanent workman as a Belt operator at Chanda Rayatwari Colliery and he died on 24-09-1998 and the applicant, the wife of deceased Digamber submitted her application alongwith all the relevant and required documents on 17-10-1998 for her employment to the Manager, Chanda Rayatwari Colliery, as the dependent as per the provision of clause 9.4.0 of NCWA-VI and party no. 1 instead of providing her employment, arbitrarily sanctioned monetary compensation of Rs. 2500 per month to her w.e.f. 05-02-1999, i.e. after three months of her application. Vide office order dated 9/10-03-1999 of the Dy. Chief General Manager (Staff Establishment), WCL HQ, Nagpur, whereas, in the same office order, in similarly situated case of Smt. Ratna Mala W/o. Late Ganpat Lachman Lengure of Hindustan Lalpeth Mine no. 1, monetary compensation was granted w.e.f. 10-12-1998 and her son was kept on live roster and on attaining the age of 18 years, he was provided with employment and from 10-12-1998 till the date of providing employment to her son, monetary compensation was paid to Smt. Ratna Mala.

The further case of the claimant as projected by the union is that the applicant represented against the order of monetary compensation granted to her, vide her letter dated 08-04-1999, by submitting full particulars of her family members and prayed for giving her employment, but party no. 1 did not give any reply, so being compelled by circumstances and financial crisis, she submitted an application on 26-09-2000 to party no. 1 intimating her willingness to accept the monetary compensation w.e.f. 05-02-1999 as already sanctioned and requesting to keep the name of her son in the live roster and to provide him employment on his attaining 18 years of age, but she was not given the monetary compensation, so she submitted another application dated 05-09-2002 to the Chief General Manager, Chandrapur Area for payment of monetary compensation w.e.f. 05-02-1999, but instead of paying the same w.e.f. 05-02-1999, order dated 3/7-5-2002 was issued by party no. 1, mentioning there in about keeping the name of her son, Bhaivad in the live roster and grant of monetary compensation of Rs.3000 per month w.e.f.01-04-2000 and though, they (union) took up the matter with party no. 1 by

addressing different letters and direct with the General Manager (Industrial relation), the same did not yield any result and in similarly situated cases including Smt. Iswari Bai, party no. 1 granted monetary compensation from the date of order and the applicant is entitled for monetary compensation at the rate of Rs. 2500 per month from 05-2-1999 to 10-11-1999 and @ of Rs. 3000- per month from 11-11-1999 to 31-03-2002.

3. The party no. 1 in their written statement have pleaded inter-alia that as materials facts have been suppressed by the applicant, the case is to be rejected on that count only and there is no employer and employee relationship between them and the applicant and as such, the dispute raised by the union does not come under the purview of Section 2 (k) of the Act and on that count also, the reference is liable to be rejected and as the relief claimed in this case is of civil in nature, this Tribunal has no jurisdiction to try the case. It is further pleaded by the party no. 1 that monetary compensation was sanctioned to the applicant on 10-03-1999, but she refused to accept the same, therefore, her sanction was cancelled and she again moved application for grant of job for six years and thereafter, to give employment to her son after his attaining 18 years of age and there was no provision of giving employment for six years and the applicant again applied on 05-09-2000 and 26-09-2000 for release of the monetary compensation, by keeping her son on live register but due to her refusal to accept monetary compensation, her previous application had become in fructuous and therefore as per Rules and the provisions, they sanctioned monetary compensation of Rs. 3000 per month to her w.e.f. 01-04-2002, with prospective effect and she accepted the same without any protest or objection and as per her application, her son was kept on live roster and after his attaining 18 years of age, he was employed on 29-05-2005, as a general mazdoor at Ballarpur Area and as such, the applicant is not entitled to any relief.

4. At the time of argument, it was submitted by the learned advocate for the applicant that NCWAs are settlements under Section 18 (3) of the Act and are binding on both parties and continue to remain in force, unless the same are amended or altered by another settlement and as it is not disputed that monetary compensation was first sanctioned in favour of the applicant w.e.f. 05-02-1999, she is entitled for such compensation w.e.f. 05-02-1999 to 31-03-2002 and as there was delay in making the payment of the arrear monetary compensation, she is also entitled to interest on the amount.

In support of the submission, the learned advocate for the claimant placed reliance on the decisions reported in 2007 (115) FLR-427 (Mohan Mahto Vs. M/s. Central Coalfields Ltd.) and AIR 2000 SC-3513 (Vijay L. Mehrotra Vs. State of U.P.)

5. Per contra, it was submitted by the learned advocate for the party no. 1 that the dispute is not an industrial dispute under section 2 K of the Act and as the applicant is neither a member of the union nor her cause was duly espoused by the union, the claim is liable to be rejected and the plain reading of the case, it can be found that this is a case of civil in nature and as such, the civil court is the proper forum and this Tribunal has no jurisdiction to entertain the issue and due to the age of the applicant, the management was not inclined to offer employment and therefore, she was offered monetary compensation, but she refused to receive the same and subsequently, she changed her mind and as per her application dated 05-09-2002, she agreed to receive the monetary compensation and insisted to keep the name of her son in the live roster till his attaining majority and accordingly she was allowed monetary compensation of Rs. 3000 w.e.f. 01-04-2002, which she accepted without any dispute and the name of her son was kept in the live register. and on his attaining the age of 18 years, he was given employment and as such, she is not entitled to any relief.

6. Before delving in to the merit of the matter, I think it necessary to mention the relevant provisions of clause 9.5.0 relating to employment/ monetary compensation to female dependent as provided in NCWA-VI, which is admittedly applicable to the parties to the case. The same read as follows:-

9.5.0 : Employment/Monetary Compensation to female dependent

Provision of employment/monetary compensation to female dependants of workmen who die while in service and who are declared medically unfit as per Clause 9.4.0. above would be regulated as under :—

(i) In case of death due to mine accident, the female dependant would have the option to either accept the monetary compensation of Rs. 4000 per month or employment irrespective of her age.

(ii) In case of death/total permanent disablement due to causes other than mine accident and medical unfitness under clause 9.4.0, if the, female dependent is below the age of 45 years she will have the option either to accept the monetary compensation of Rs. 3000 per month or employment.

(iii) In case of death either in mine accident or for other reasons or medical unfitness under clause 9.4.0, if no employment has been offered and the male dependent of the concerned worker is 12 years and above in age, he will be kept on a live roster and would be provided employment commensurate with his skill and qualifications when he attains the age of 18 years. During the period the male dependent is on live roster, the female dependent will be paid monetary compensation as per rates at paras (i) & (ii) above. This will be effective from 01-01-2000.

(iv) Monetary compensation, wherever applicable, would be paid till the female dependent attains the age of 60 years.

(v) The existing rate of monetary compensation will continue. The matter will be further discussed in the Standardisation Committee & finalized.

7. In this case, all most all the facts are admitted by the parties. The only objection raised by the learned advocate for the party no. 1 is that the dispute raised is not an industrial dispute and therefore, this Tribunal has no jurisdiction to entertain and adjudicate the same. However, I find no force in the objection raised by the learned advocate for the party no. 1 , in view of the principles enunciated by the Hon'ble Courts in the decisions mentioned below :—

In the decision reported in 2007 (115) FLR-427 (Supra), the Hon'ble Apex Court have held that :

> "A settlement within the meaning of sub-section (3) of section 18 of the Industrial Disputes Act is binding on both the parties and continues to remain in force unless the same is altered, modified or substituted by another settlement.
>
> XX XX XX XX
>
> The expanding definition of workman as contained in section 2 (S) of the Industrial Disputes Act would confer a right upon tne Appellant to obtain appointment on compassionate ground, subject of course, to compliance of the conditions precedent contained there in."

In the decision reported in 1993 (I) BLJ -52 (Employees of M/s. BCCL Vs. Their workman), the Hon'ble High Court (Ranchi Bench) have held that :—

> "In this case, provision for giving employment to the dependent of an employee who dies in harness is a condition of service. Such a condition of service has been included in the settlement entered into by and between the employees. Such a provision per se cannot be said to be unreasonable."

In the decision reported in 2001-I-LLJ- 196 [Municipal Employees union Vs. Secretary (Labour) Govt. of NCT of Delhi and another], the Hon'ble Delhi High Court have held that :

> "Industrial Disputes Act, 1947 -Sec, 2(K) —Industrial Dispute Definition of-ward "Person" appearing in section is wide enough to permit any person to raise an Industrial Dispute when condition of Labour is involved.
>
> A claim for appointment on compassionate ground was raised as an industrial dispute but was refused to be referred by the government. On appeal against the said rejection High Court allowed the appeal.
>
> HELD- Based on the decisions of the same Court reported in [1999-II-LLJ-856) (Del) and 1999-II- LLJ-1136] (Del) the court observed that the expression person appearing in Section' 2(K) of Industrial Disputes Act, 1947 defining Industrial Dispute is wide enough to commission such person."

8. Applying the principles enunciated by the Hon 'ble courts in the above decisions to the present case in hand, it can be held that the dispute raised by the union on behalf of the applicant regarding payment of monetary compensation can be said to be an industrial dispute and the union is entitled to raise the disputes and the Tribunal has the jurisdiction to adjudicate the industrial dispute referred by the Central Government.

9. On perusal of the record including the pleadings of the parties, it is found that the only dispute between the parties is regarding the date from which, the applicant is entitled to get the monetary compensation. It is not disputed that though the applicant had applied for employment as a dependent of her deceased husband, as per the provision of clause 9.5.0 of NCW A-VI, the party no. 1 did not give her employment and offered monetary compensation of Rs. 2500 per month w.e.f. 5-02-1999 to her, vide order no. 23/568 dated 9/10-03-1999, without assigning any reason for not giving her employment. It was submitted by the learned advocate for the party no. 1 that the applicant refused to accept the offer of monetary compensation, so the sanction of monetary compensation in her favour was cancelled and such monetary compensation was sanctioned again w.e.f. 1-04-2002, considering her application dated 05-09-2002 and she accepted the same without any objection and the name of her son was kept in the live roster and he was also given employment on attaining the age of 18 years, so the applicant is not entitled to get the monetary compensation w.e.f 5-02-1999. However, I find no force in such contentions. There is no evidence on record to show that the applicant refused to accept the offer of monetary compensation. No doubt, after she was allowed monetary compensation w.e.f. 5-02-1999, she again filed application to give her employment, instead of monetary compensation stating the ground of her inability to maintain the family with the amount of the monetary compensation of Rs. 2500 per month. There is also nothing on record to show that the order dated 09/10-03-1999 was cancelled by party no. 1. Keeping the name of the son of the applicant in the live roster and giving him employment on his attaining the age of 18 years has no bearing in not granting the monetary compensation to the applicant w.e.f. 05-02-1999, in view of the provision of 9.5.0 of NCW A. It is clear from the materials on record that the applicant is entitled to get the monetary compensation w.e.f. 5-02-1999 as admissible. Hence, it is ordered:-

ORDER

The demand of Monetary Compensation (w.e.f. 5-02-1999 to 31-03-2002) by the KSS Union i.r.o Smt. Sunita, the dependent widow of Late Digamber Gaikwad is proper & justified. The applicant Smt. Sunita, the dependent widow of Late Digamber Gaikwad is entitled to get the monetary compensation as admissible for the period from 5-02-1999 to 31-03-2002.

The party no. 1 is directed to pay the arrears of monetary compensation to the applicant for the period from 5-02-1999 to 31-03-2002 within one month of the date of publication of the award in the Official Gazette.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 656.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी.आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 240/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/142/2003-आई आर (सीएम-II)]
बी.एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 656.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 240/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workmen, which was received by the Central Government on 22-02-2013.

[No. L-22012/142/2003-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/240/2003 Date: 6-02-2013

Party No. 1 (a) : The District Manager,
Food Corporation of India,
Ajani, Nagpur,
Nagpur-440015

Party No. 1(b) : The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha Road, Churchgatye,
Mumbai-400020

Versus

Party No. 2 : The Secretary,
Rashtriya Mazdoor Sena, Hind Nagar
Ward No. 2, Near Boudha Vihar,
Post: Wardha, Distt. Wardha (M.S.)

AWARD

(Dated: 6th February, 2013)

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Food Corporation of India and their workman, Shri Sudhakar Namdeo Khandate, for adjudication, as per letter No. L-22012/142/2003-IR(CM-II) dated 8-12-2003, with the following schedule:—

"Whether the action of the management of Food Corporation of India, Nagpur (M.S.) in terminating the services of Shri Sudhakar Namdeo Khandate, Security Guard w.e.f. 14-03-1999 is legal and justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Sudhakar Namdeo Khandate ("the workman" in short), filed the statement of claim and the management of Food Corporation of India (" Party No. 1" in short) filed their written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of Party No. 1 from 24-11-1993 and he was initially engaged through a contractor at Wardha Depot of Party No. 1, as a Security Guard and he was in continuous service without any interruption till 14th March, 1999, when his services were terminated orally by Party No. 1, without following the due procedure of law and he had completed more than 240 days of work in each year and the termination of his services on 14-3-1999 was not in good faith, but in colourable exercise of the rights and powers by the Party No. 1 and while terminating his services, neither one month's notice nor one month's wages in lieu of notice nor retrenchment compensation was given to him as required under section 25-F of the Act and after his illegal termination, fresh hands from the department of home guard and police were engaged by Party No. 1 to extract the duties of Security guards, in violation of the provision of section 25-H of the Act and the work which he was performing is constantly in existence and the same is of a perennial nature and as his termination is illegal and unlawful, he is entitled for reinstatement in service with continuity and full back wages.

The further case of the workman is that in 1993 he was engaged by the Party No. 1 through the contractor for a period of two years, but the contract was made, only on papers and after every two years, the Party No. 1 changed the contractor on papers only and the engagement of the so called contractor did not replace the Security Guards and he was also not disturbed from his services and he was merely shown to be engaged by the contractors, but actually he was working under the direct control and supervision of the Party No.1 and the contractor had no role to play in the same and the work performed by him was being assigned to him by Party No. 1 and he was a regular employee of Party No. 1 and Party No. 1 was his real employer and not the contractor as alleged and the engagement and change of contractors by Party No.1 from time to time was sham and only a camouflage to deny his

legitimate claim and the contract between Party No.1 and the contractor was bogus and not genuine and therefore, his oral termination from services was against the mandatory provisions of the Act and the Central Government decided to abolish the appointment of contract labour as contemplated under section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and issued notification on 01.11.1990 with directions to abolish the contract labour system in the establishment of the Party No. 1 and to give employment to contract labours engaged by the management and therefore, it was the mandatory duty of the Party No. 1 to abolish the contract labour system in all places and management of FCI implemented the notification only at Nagpur and Manmad and absorbed the Security Guards working at Nagpur and Manmad, but at Akola, Amravati, Wardha and Gondia districts, the contract labour system was continued by the management, with an intention to deprive him from the benefits under the labour laws.

It is further pleaded by the workman that his salary was paid by the Party No. 1 and not by the contractor and his daily attendance was also marked by the Asstt. Manager of FCI, Wardha Depot and the Party No. 1 was supervising his work through their officers and he had no relation with the so-called contractors engaged by the Party No. 1 and Party No. 1 also supplied the articles such as, torch, lathi, whistle and uniform etc, to him and in view of the long spell of work being carried out by him, he is entitled to be reinstated in service with continuity and full back wages.

3. The Party No. 1 in their written statement have pleaded inter alia that the workman was never in their employment and the workman has not impleaded the contractor, who appointed him, as a Party and the workman was engaged by the contractor as a Security Guard at FCI Depot and the said contractor is a necessary party and in absence of the contractor, the proceeding cannot proceed and the workman was not in their service uninterruptedly till 14th March, 1999 and since the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of contract given to the contractor for providing Security services was upto 1998 and the same was extended as per the terms and conditions till March, 1999 and as the workman was not employed by them, there was no question of following the procedure of termination by them and they were not the employer of the workman and the services of the workman were never utilized by them as employer from 24-11-1993 to 14-3-1999, without any break in service and the workman did not complete 240 days work in the year as alleged and as the workman was engaged by the Security Contractor, there was no relationship of master and servant between them and the workman at any point of time and under Section 10 of the Contract Labour (Regularisation and Abolition) Act, they were exempted by the Central Government, so the allegations made by the workman against them are not true and there was no question of violation of the provisions of 25 (H) of the Act and the work does not constantly exist and the work of providing security guards was given to other Government Agencies like Police Personnel and Home guards and therefore, the workman has no right to claim any relief from them and the work of security is not perennial in nature and as and when their go-downs are filled with food grains, then only, services of the security guards are required and in pursuance of the notification issued by the Central Government abolishing contract labour system, they appointed Home guards and Police personnel as security guards.

The further case of party no. 1 is that for the reliefs as claimed, the workman had filed a writ petition before the Hon'ble High Court, Nagpur Bench bearing W.P. No. 1389/99 and the Hon'ble High Court rejected the said WP and denied the reliefs prayed for and therefore, this Tribunal has no jurisdiction to decide the reference and the decision of the Hon the Court operates as res-judicata and they floated tenders for the contract and lowest bidder was awarded the contract and the change of contractor in every two years was not on papers only and they had no say in the appointment of security guards by the security contractor and they had no control over the appointment and service conditions of the workman, who was an employee of the security agency and he was never their employee and the security contractor was the employer of the workman.

The further case of party no. 1 is that the appropriate government decided to abolish the employment of the contract labour as contemplated under Section 10 of the Contract Labour (Regularisation and Abolition) Act, 1970 and the interpretation of the notification issued on 1-11-1990 put by the workman is not correct and they were exempted from the operation of the Act of 1970 in the year 1989 and the said exemption was withdrawn in the year 1999 and therefore, the security contact given to the contractor was terminated and hence, the services of the workman were terminated by the security contractor and they did not pay the salary to the workman and it was the contractor, who was paying the same to the workman and when the contractor failed to pay the salary to the workman, they paid the amount as per the directions given by the ALC from time to time and the said amount was recovered from the contract's bill and they only used to check the attendance of the security guards to find out as to whether the contractor had made arrangement of the requisite number of security guards, as per their requirement and they did not have the power to terminate any employee appointed by the contractor and they did not provide any article, such as torch, Rathi, whistle and uniform etc to the workman and as such, the workman is not entitled to any relief.

4. Both parties have led oral evidence in support of their respective claims, besides placing reliance on documentary evidence.

The workman in support of his claim has examined himself as a witness. In his evidence, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim.

In his cross-examination, the workman has denied the suggestion that he has mentioned in his affidavit in paragraph 1 that he was initially engaged as a Security Guard through a contractor. He has admitted that he has not filed any appointment letter issued by the FCI and no appointment order was issued by the FCI for his engagement in the FCI and he has not filed any document to show that he was in continuous service in the FCI in 24-11-1993 tiil 14-03-1999. The workman has further admitted that there was no advertisement in any newspaper regarding engagement of Security Guards in FCI and he has not mentioned the amount of the salary, which he was receiving from FCI either in the statement of claim or in the affidavit and the signature appearing on the revenue stamp against his name at serial no.16 in document no. 42, filed by the management, is his signature and he has not filed any document to show that he worked for 240 days in any calendar year and he has not filed any document to show that FCI had taken any action against any defaulting Security Guard and he has not filed any document to show that FCI appointed the Security Guards of Nagpur and Manmad on permanent basis and he has also not filed any document to show that uniform, torch and lathi were issued to him by the FCI.

5. Shri Suresh N. Bokade, the witness examined on behalf of the party no.1 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. In his cross-examination, this witness has stated that he has no knowledge if FCI had obtained any license from the competent authority for engagement of contract laboures in FCI. The witness has admitted that the workman was working from 1993 in FCI and he was engaged for watch and ward of godowns and the workman and 12 other workmen were keeping watch on the incoming and outgoing vehicles to and from FCI godowns and the contractor engaged by FCI to supply contract labourers had the required license for the same, but copy of such license was not filed and the process of engagement of contractors was done by the Regional Office of FCI and he has no personal knowledge about the details of the process of engagement of contractors and during the general election to the Parliament, FCI had submitted the names of the workman and 12 others in the list of employees submitted to the collector. This witness has denied the suggestions that the workman and 12 others were appointed by the FCI for watch and ward of the godowns of FCI at Wardha in 1993 and the FCI was maintaining the attendance register of the workmen. The witness has further stated that payment of wages to the workman was being done through the contractor as per the minimum wages fixed by the Government and FCI was not making any deduction from the said wages towards PF and ESI and FCI was not maintaining any duty register or salary register for the workman and the concerned Asstt. Manager and Assistants were verifying the supply of labourers by the Contractor and the contractor was submitting monthly bills for supply of labours and the workman was on duty from 1993 to 1999 in FCI.

6. At the time of argument, it was submitted by the learned advocate for the workman that the workman was engaged by the management of FCI on 24-11-1993 at Wardha depot as a security guard and he worked continuously without any interruption till 14th March, 1999 and his services were terminated orally by the party no. 1, without following the due procedure of law and the workman had completed more than 240 days of work in each year and before termination of the services of the workman, neither one month's notice nor one month's wage in lieu of notice nor retrenchment compensation was given to the workman, as required under section 25- F of the Act and after termination of the services of the workman, fresh hands were engaged by party no.1 to exttact the duties of security guard, in violation of the provision .of section 25-H of the Act and the work of security guard is perennial in nature, hence the termination of the workman is void and illegal.

It was further submitted by the learned advocate for the workman that the party no.1 had shown the workman as contract labour, but the so called contract was made only on papers and the workman was actually working under the direct control and supervision of the party no.1 and he was never a contract labour and such action of the party no.1 was sham and only a camouflage to deny the legitimate claim of the workman and the so called contract between the management and the contractor was bogus and not genuine and the Central Government by notification dated 01-11-1990 abolished the employment of contract labour and directed to give employment to contract labours engaged by the management and therefore, the management of FCI was bound to abolish the contract labour system and to give employment to the workman.

It was also submitted by the learned advocate for the workman that party no.1 has admitted the claims made by the workman and has not been able to prove their claim that the workman was a contract labour, by producing cogent evidence in support of the same and as such, the workman is entitled for reinstatement in service with continuity and full back wages.

7. Per contra, it was submitted by the learned advocate for the party no.1 that the workman was never appointed by party no.1 and he has engaged by the contractor as a security guard and as such, the concened contractor is a necessary party and in spite of raising such objection in the written statement, the workman did not implead the contractor as a party and for that the reference is not maintainable. It was further submitted by the learned advocate for the party no.1 that the workman was engaged by the contractor and as the contract of the contractor

came to an end in March, 1999, the services of the workman were terminated by the contractor and as such, there was no question of party no.1 complying with the due procedure of termination and there was no relationship of master and servant between the party no.1 and the workman and the party no.1 was exempted by the Central Government from the ban imposed for engagement of contract labourers, so contract was given to the security contractor, as per rules, for supply of security guards and due to the notification of the Government for abolition of contract labour system, Home guards and Police personnel were appointed as security guards and party no.1 has no control over the workman and the security contractor was submitting bills for payment for supply of security guards and the security contractor was paying the wages to the workman. It was furthers submitted by the learned advocate for the party no.1 that the workman and some others had approached the Hon'ble High Court, Nagpur Bench in W.P. 1389 of 1999 for the reliefs sought in this reference and the Hon'hle High Court while depositing of the said petition have held that the termination of the workman by the contractor was a valid one and the action of FCI was legal and as such, the workman cannot agitate the question again and the decision of the Hon'ble High Court operates as res-judicata between the parties and the workman is not entitled to any relief.

8. First of all, I will take up the submission made by the learned advocate for the party no.1 that the present reference is hit by the principles of res-judicata, due to the decision of the Hon'ble High Court, Nagpur Bench in W.P. no. 1389/99.

It is not disputed that the workman alongwith 78 others through the union, "Rashtriya Mazdoor Sena Saptahit Jaibhim" filed Writ Petition no. 1389/99 before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for their regularisation and the Hon'ble High Court did not grant such relief. On perusal of the order passed by the Hon'hle High Court on 29-07-2002 in the said writ petition, it is found that the workman and others claimed regularisation on the ground that they were employed by the contractor for doing regular work of the Food Corporation of India and in view of the same, they have became workmen of Food Corporation of India, since the work on which they were employed is of perennial nature. However, it is found from the judgment that the Hon'ble High Court did not consider the main relief and passed the following order :

"In view ot the judgment of the Constitution Bench in Steel Authority of India Ltd. and others Vs. National Union water front workers and others [reported in 2001 (7) SCC 1], the relief sought by the petitioners cannot be granted since ,the petition involves disputed question of facts as also other facts which are required to be adjudicated by appropriate authority. Accordingly, the main prayer to absorb them cannot be granted.

In view of the rejection of the main prayer, the question of granting other prayer does not arise. In case, the petitioners approach the appropriate authority, the appropriate authority shall take decision in the matter within a period of one year. The applicants are free to approach the appropriate authority for redressal of their grievances."

So, it is clear from the orders passed by the Hon'ble High Court as mentioned above that the Hon'ble High Court did not consider the claim made by the workman and others on merit and granted them the liberty to approach the appropriate authority for redress. Hence, the reference cannot be said to be hit by the principles of res-judicata. So, there is no force in the contention raised by the learned advocate for the party no. 1.

9. In this reference, it is never the case of the workman that he was directly appointed or engaged by the party no. 1 as a security guard. In the very beginning of the statement of claim, it has been mentioned by the workman that he was initially engaged at Food Corporation of India Depot, Wardha as a security guard, through a contractor. In paragraph 4 of the statement of claim, the workman has mentioned that In the year 1993, the workman was engaged by the Food Corporation of India through contractor, for the period of 2 years, but the contract was made on paper." The case of the workman is that after every two years, the party no. 1 on papers showed the change of contractors, but he was not disturbed from services and he worked continuously without any break till 14-03-1999 and as he worked as a security guard of perennial nature, he is entitled for reinstatement in service. The workman has also claimed that as the Central Govemment issued notification on 01- 11-1990 to abolish the contract labour system in FCI and directed to give employment to contract labours engaged by the management and party no. 1 implemented such direction at Nagpur and Manmad only and gave employment and regularized and absorbed the services of the Security Guards working at Nagpur and Manmad and did not implement the same at Wardha and other places to deprive him from the benefits under the Labour Laws.

From the evidence on record and the own admission of the workman in the cross-examination including the specific admission that he was engaged by the contractor and the contractor left him to FCI, it is clear that the workman was engaged by the contractor. The workman has not produced any evidence to show that he was directly engaged by the Party No. 1.

10. At this juncture, I think it apropos to mention about the principles enunciated by the Hon 'ble Apex Court regarding contract labours, in the two decisions reported in 1985-II LLJ-4 (S.C.) (The workman of the Food Corporation of India Vs. M/s. Food Corporation of India) and 2001 LAB IC 3656 (S.C.) (Steel Authority of India Ltd. and others).

In the decision reported in 1985-II LLOJ-4 (supra) the Hon'ble Apex Court have held that:—

"Briefly stated, when corporation engaged a contractor for handling foodgrain at Siliguri Depot, the corporation had nothing to do with the manner of handling work done by the contractor, the labour force employed by him, payments made by him etc. In such a fact situation, there was no privity of contract of employer and workmen between the corporation and the workmen. "Workmen" has been defined (omitting the words not necessary) in the Industrial Disputes Act to mean (any person including an apprentice) employed in any industry to do .....".'The expression' employed has at least two known connotations, but as used in the definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and employee or master and servant unless a person is thus employed there can be no question of his being a "workman" within the definition of the term as contained in the Act.

Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra (1957 - I - LLJ - 477). Now where a contractor employs a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person. Therefore, when the workmen employed by the contractor were certainly not the workmen of the corporation and no claim to that effect has been made by the union."

11. In the decision reported in 2001 LAB IC - 3656 (supra) the Hon'ble Apex Court have held that:

"The principle that a beneficial legislation needs to be constructed liberally in favour of the class for whose benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the legislature. The intendment of the CLRA Act is to regulate the conditions of service of the contract labour and to authorize in Section 10(1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant factors. But, the presence of some or all those factors, provide no ground for absorption of contract labour on issuing notification under Section 10(1) by the appropriate Govemment, is not alluded to either in Section 10 or at any other place in the Act and the consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act, it is not for the High Courts or the Supreme Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel be it absorption of contract labour in the establishment of principal employer or a lesser or a harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such clearly impermissible.

Thus on issuance of prohibition notification under S. 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial' legislations so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. If the contract is found to be genuine and the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour. It otherwise found suitable, and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Air India's case 1997 AIR SCW 430 Overruled prospectively. M.A.T. Nos. 1704 and 1705 of 1999, D/ - 12-8-1999 (Cal): C.O. No. 6545(W) of 1996, D/ -9-5-1997(Cal): W.A. Nos. 345—354 of 1997, D / -17-4-1998 (Kant): W.P. No. 4050 of 1999, D/ - 2-8-2000 (Born) and W.P. No. 2616 of 1999, D/ - 23-12-1999 (Born), 1998 Lab IC 2571 (Cal), Reversed.

It cannot be said that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "Contract labour", "Establishment" and "Workman" does not show that the legal relationship between the person employed in any industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "Workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that combined reading of the terms "Establishment" and "Workman" shows that a workman engaged in any establishment would have direct relationship with the principal employer as a servant of master. But what is true

of a workman could not be correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour nor can such relationship be implied from the provisions of the action issuing notification under Section 10(1) of the CLRA Act. A fortiori much less can such a relationship be found to exist from the rules and the forms made there -under."

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

12. In this case, the letter No. U-23013/11/89/LW dated 28-05-92, Govt. of India, Ministry of Labour shows that the prohibition of employment of contract labour in sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishments of Food Corporation of India and some other departments was lifted by the Central Government. So, the engagement of contract labour by the Party No.1 cannot be said to be illegal. It is also found from the materials on record that the appointment of labour contractor by Party No.1 for supply of Security Guards was genuine and the same was not only on papers as claimed by the workman. The workman has failed to prove such claim by adducing cogent or reliable evidence. The engagement of labour contractor by Party No.1 was not a mere ruse or camouflage to evade compliance of the various beneficial legislations, so as to deprive the workman of the benefits there-under. The workman has not been able to produce any document to show that at any point of time, Party No.1 paid his wages as their employee. It is clear from the evidence that party No.1 paid wages of the last three months to the workman in presence of the Labour Commissioner, as the contractor did not pay the same. As it is clear from the evidence on record that the workman was engaged as a contract labour with Party No.1, by the contractor and as such, it can be held that there was no relationship of master and servant between the Party No.1 and the workman. Hence, there was no question of termination of the services by the Party No.1 or compliance of the provisions of Section 25- F or 25- H of the Act.

13. It is the own case of the workman that he was engaged by the contractor. So the contractor, who had engaged the workman is a necessary party in the reference. The said contractor has not been added as a party in this reference. Due to non-joinder of necessary party, the reference is bad in law.

In view of the materials on record and the discussions made above, the reference cannot be answered in favour of the workman. Hence, it is ordered:

ORDER

The reference is answered in the negative. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 657 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन.एस.पी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण /श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 11/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-42012/66/2002-आई आर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 657.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of National Sericulture Project, Central Silk Borad, National Silk Board, Government of India, and their workmen, received by the Central Government on 22-02-2013.

[No. L-42012/66/2002-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/11/2003 Date: 04-02-2013

Party No. 1 : The Deputy Director, National Sericulture Project, Central Silk Board, P-2, Basic Seed Farm, Shirala. Tah, Patur, Distt. Akola (MS)

Versus

Party No. 2 : Shri Vijay Kashiram Morey R/o. Sawad, Teh. Risod, Distt. Washim (MS).

AWARD

(Dated: 4th February, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of National Sericulture Project, Central Silk Board and and their workman, Shri Vijay Kashiram Morey, for adjudication, as per letter No. L-42012/66/2002-IR(CM-II) dated 09-08-2002, with the following schedule:

"Whether the action of the Deputy Director, National Sericulture Project, Central Silk Board,

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Government of India, Basic Seed Farm Shirala, Taluka-Patur, Distt. Akola (M.S.) in terminating the employment of Shri Vijay Kashiram Morey w.e.f. 30-11-1996 is legal and justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Vijay Kashiram Morey, ("the workman" in short) filed his statement of claim and the management of the National Sericulture Project, Central Silk Board ("Party No. 1" in short) filed their written statement.

The case of the workman as depicted from the statement of claim is that "National Sericulture Projcet" was started by the Central Silk Board, a unit of Government of India, at different places all over India including in Akola district and the said project was implemented by the Director, National Silk Worm Seed Project,Central Silk Board having office at Bangalore and the in-charge of the said project in Akola district and other places in Maharashtra was the Deputy Director having his office at P-2, Basic Seed Farm, Shirala, Akola and there were seven technical centres (T.S.C.) at Washim, Akola, Mehekar, Khamgaon, Risod, Motala and Buldhana, which were under the control of the Deputy Director and he was initially appointed as a casual labour by Party No. 1, w.e.f. 04-02-1991, at T.S.C. , Risod from the list of candidates received from the concerned employment exchange and T.S.C. Risod (wrongly mentioned as Akola in statement of claim) was closed by Party No. 1 in 1993 and the Party No. 1 handed over all the T.S.C. to the State Government of Maharashtra and the office of the Deputy Director issued the order of retrenchment of his services on 30-11-1996 and terminated his services w.e.f. 30-11-1996 on the ground of closure of the T.S.C. and N.S.P. at Akola and three days after the order of retrenchment, the Party No. 1 issued another order dated 03-12-1996 and offered fresh engagement of a casual labour at Basic Seed Farm, Shirala, but when the reported for duty on the basis of the order dated 03-12-1996, he was not allowed by Party No. 1 to resume duty, so he served a notice on Party No. 1 on 08-02-1997 asking to allow him to resume duty, but the Party No. 1 did not give any reply. It is further pleaded by the workman that in the circular dated 15-10-1992 of the Director, N.S.W.S.P. Bangalore, direction was issued to convert the casual labourers, who had completed five years of service as on 01-09-1992 to time scale labourers and also to convert all other casual labourers to time scale, on their completion of five years of continuous service and by circular date 12-12-1996, it was decided to convert the casual laboures to time scale labourers, who had been engaged prior to 07-08-1992 and had completed two years of continuous service and the Deputy Director, N.S.P. Shirla vide his letter dated 13-10-1996 had sent the details of his services along with other casual laboures and according to the said information, he had completed more than five years of continuous service on 30-11-1996 and the date of his conversion as time scale labour was shown as 03-02-1996 and he has acquired the status of Time scale labourer and as such, he was not liable to be terminated and services of the casual labourers, Shri Abhay Tirpude and seven women field Assistants were not terminated and they were accommodated and transferred to other places and therefore, he was also entitled to be accommodated and even though the T.S.C. were over to Maharashtra State Government, there was no need or propriety for Party No. 1 to terminate his services and the work of labourers was and is available with party no. 1 at P-2 Basic Seed Farm, Shirla and also Gandhingala and party no. 1 is taking the work of labourers at Shirla by appointing contract labourers and hence, his retrenchment on account of closure of unit is on false ground and is illegal.

It is also pleaded by the workman that the establishment of party no. 1 is an industrial establishment as defined under Section 25-L of the Act, hence provisions of chapter V-B of the Act are applicable to the establishment of the Party No. 1 and his retrenchment is in contravention of the mandatory provision of Sections, 25-N, Section 25-FF of the Act and the party no. 1 did not follow the procedure of Section 25-G of the Act and as such, his retrenchment dated 30-11-1996 was illegal and unfair labour practice and he had completed more than 240 days of work in every year during his tenure and the termination of his services was illegal and he is entitled for reinstatement in service with continuity and full back wages.

3. The party no. 1 in the written statement have pleaded inter-alia that seven Technical service centres were established in defferent places in Maharashtra State with the financial assistance of World Bank and for the said centres, required number of casual labourers were engaged purely on temporary on daily wages basis, for the casual nature of work for the project period and the nature of work of the centre was to provide technical service to the farmers, who were practicing sericuture and the work of the centres was seasonal and intermittent in nature and the workman was engaged as a casual labourer at T.S.C. Risod on 04-02-1991 through local employment exchange and he worked intermittently and he did not work continuously and he was paid wages as fixed by the State Government and as per the terms and conditions of National Sericulture Project, the T.S.C. establishment in pilot states were closed on 30-11-1996 and handed over to the State Government and the only P-2 Basic Farm, which was functioning at Shirla during project period was subsequently closed and handed over to the State Government and while handing over the Technical Service Centres, the concerned State Government Sericulture Department were requested to utilize the labourers engaged in the centres, but they did not agree for the same and there was no requirement of labourers in any Central Silk Board units functioning in Maharashtra and thus, the services of the labourers were terminated by offering admissible notice period wages and retrenchment compensation, as per the provisions of Section 25-F of the

Act and the workman and other labourers refused to receive the same and later, individual demand drafts were obtained in the name of the workman and other labourers and were sent to their residential addresses by registered post, but thay refused to receive the same.

It is further pleaded by the party no. 1 that order dated 03-12-1996, was issued with the intention to rerabilitate the retrenched labourers by engaging them for short duration at Basic Seed Farm,Sirala, but due to scaling down of farm activites and reduction of work load in the farm, the retrenched labourers could not be accommodated and that cannot be construed that work was available at P-2 Basic Seed Farm, Shirla and after closure of T.S.C. Risod, no casual labour was accommodated at anywhere and the women filed assistants were appointed on regular basis as per recruitment rules of Central Silk Board and they were posted to work at T.S.C. Akola and other places in Maharashtra State and the workman cannot be equated with the regular staff and it is not an industrial establishment as defined under Section 25(L) of the Act and provision of section chapter V-B, 25(L) and 25 (N) of the Act are not applicable to it and the workman is not entitled to any relief.

4. The workman has examined himself as a witness to prove the case. In his examination-in-chief, which is on affidavit, the workman has reiterated the fact mentioned in the statement of claim. However, in his cross-examination, the workman has admitted that he was engaged as a casual labour in the year 1991 and on 30-11-1996, the National Sericulture project was closed and the said project was handed over to State Government and in all seven persons were engaged in the project and all the seven persons including himself were retrenched by the State Government on 30-11-1996 and in the letter dated 30-11-1996 informed them about their retrenchment.

5. One S. Penchalaiah a Superintendent of National Silkworm Seed Organisation Centre, Silk Board, Bangalore has been examined as a witness on behalf of the party no. 1. In his examination-in-chief, which is on affidavit, this witness has also reiterated the facts mentioned in the written statement. In his cross-examination, party no. 1 has stated that he had or have not worked at Basic Seed Farm, Shirala and he has no personal knowledge about the period for which the workman worked at Basic Seed Farm, Shirla and the workman worked continuously for five years and he was entitled for regularisation.

6. It is necessary to mention here that the party no. 1 filed their written notes of argument on 21-09-2012. However, inspite of giving several opportunities, no argument either in writing or oral was advanced from the side of the workman and as such, the case was closed and was posted for award as per orders dated 15-01-2013.

7. It is clear from the pleadings of the parties and the evidence on record including the oral evidence of the witnesses examined by the parties that the workman was engaged as a casual worker on 04-02-1991 and worked till 30-11-1996 without any break. However, the documents filed by the management, Exts. M-I to M-VII show that due to closure of the Technical service centres including the service centres at Risod, where the workman was working and handing over of the centres to the State Government of Maharashtra on 30-11-1996, the services of the workman and all other casual labourers were terminated and before termination of their services, one month's wages in lieu of notice and retrenchment compensation was offered to the workman and other labourers, but they refused to receive the same. Fact regarding entitlement to receive such wages and compensation has been mentioned in the notice itself. It is also found that the wages and retrenchment compensation was also sent in shape of Bank Draft by R P with AD to the workman, but the workman did not receive the same. There is no evidence that any casual labour was accommodated by party no. 1 at any other place and there was any discrimination in respect of the workman. There is also no evidence that provision of Chapter V-B and provisions of Sections 25-L and 25-N are applicable to party no. 1. As the mandatory provisions of the Section 25-F of the Act were complied with by party no. 1, before termination of the services of the workman, it cannot be said that the termination of the services of the wokman is illegal or invalid. Hence, it is ordered:

ORDER

The action of the Deputy Director, National Sericulture Project, Central Silk Board, Government of India, Basic Seed Farm Shirla, Taluka-Patur, Distt. Akola (M.S.) in terminating the employment of Shri Vijay Kashiram Morey w.e.f. 30-11-1996 is legal and jusified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 658.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी.आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 279/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/203/2003-आई आर (सीएम II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 658.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 279/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute

between the management of Food Corporation of India, and their workmen, received by the Central Government on 22-02-2013.

[No. L-22012/203/2003-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT. CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/279/2003 Date: 06-02-2013

Party No. 1 (a) : The District Manager,
Food Corporation of India,
Ajani, Nagpur,
Nagpur-440015

Party No. 1(b) : The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha Road, Churchgatye,
Mumbai-400020

Versus

Party No. 2 : The Secretary,
Rashtriya Mazdoor Sena, Hind Nagar,
Ward No. 2, Near Boudha Vihar,
Post: Wardha, Distt. Wardha (M.S.)

AWARD

(Dated: 6th February, 2013)

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Food Corporation of India and their workman, Shri Narendra Ramdas Kashimpure, for adjudication, as per letter No. L-22012/203/2003-IR(CM-II) dated 08-12-2003, with the following schedule:—

SCHEDULE

"Whether the action of the management of Food Corporation of India, Nagpur (M.S.) in terminating the services of Shri Narendra Ramdas Kashimpure, Security Guard w.e.f. 14-03-1999 is legal and justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Narendra Ramdas Kashimpure ("the workman" in short), filed the statement of claim and the management of Food Corporation of India (" Party No. 1" in short) filed their written-statement.

The case of the workman as presented in the statement of claim is that he was in the employment of Party No. 1 from 02-03-1993 and he was initially engaged through a contractor at Wardha Depot of Party No. 1, as a Security Guard and he was in continuous service without any interruption till 14th March, 1999, when his services were terminated orally by Party No. 1, without following the due procedure of law and he had completed more than 240 days of work in each year and the termination of his services on 14-03-1999 was not in good faith, but in colourable exercise of the rights and powers by the Party No. 1 and while terminating his services, neither one month's notice nor one month's wages in lieu of notice nor retrenchment compensation was given to him as required under section 25-F of the Act and after his termination, fresh hands from the department of home guard and police were engaged by Party No. 1 to extract the duties of Security guards, in violation of the provision of section 25-H of the Act and the work which he was performing is constantly in existence and the same is of a perennial nature and as his termination is illegal and unlawful, he is entitled for reinstatement in service with continuity and full back wages.

The further case of the workman is that in 1993, he was engaged by the Party No. 1 through the contractor for a period of two years, but the contract was made, only on papers and after every two years, the Party No. 1 changed the contractor on papers only and the engagement of the so-called contractor did not replace the Security Guards and he was also not disturbed from his services and he was merely shown to be engaged by the contractors, but actually he was working under the direct control and supervision of the Party No.1 and the contractor had no role to play in the same and the work performed by him was being assigned to him by Party No. 1 and he was a regular employee of Party No. 1 and Party No. 1 was his real employer and not the contractor as alleged and the engagement and change of contractors by Party No.1 from time to time was sham and only a camouflage to deny his legitimate claim and the contract between Party No.1 and the contractor was bogus and not genuine and therefore, his oral termination from services was against the mandatory provisions of the Act and the Central Government decided to abolish the appointment of contract labour as contemplated under section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and issued notification on 01-11-1990 with directions to abolish the contract labour system in the establishment of the Party No. 1 and to give employment to contract labours engaged by the management and therefore, it was the mandatory duty of the Party No. 1 to abolish the contract labour system in all places and management of FCI implemented the notification only at Nagpur and Manmad and absorbed the Security Guards working at Nagpur and Manmad, but at Akola, Amravati, Wardha and Gondia districts, the contract labour system was continued by the management, with an intention to deprive him from the benefits under the labour laws.

It is further pleaded by the workman that his salary was paid by the Party No. 1 and not by the contractor and

his daily attendance was also marked by the Asstt. Manager of FCI, Wardha Depot and the Party No. 1 was supervising his work through their officers and he had no relation with the so-called contractors engaged by the Party No. 1 and Party No. 1 also supplied the articles such as, torch, lathi, whistle and uniform etc. to him and in view of the long spell of work being carried out by him, he is entitled to be reinstated in service with continuity and full back wages.

3. The Party No. 1 in their written statement have pleaded inter-alia that the workman was never in their employment and the workman has not impleaded the contractor, who appointed him, as a Party and the workman was engaged by the contractor as a Security Guard at FCI Depot and the said contractor is a necessary party and in absence of the contractor, the proceeding cannot proceed and the workman was not in their service uninterruptedly till 14th March, 1999 and since the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of contract given to the contractor for providing Security services was upto 1998 and the same was extended as per the terms and conditions till March, 1999 and as the workman was not employed by them, there was no question of following the procedure of termination by them and they were not the employer of the workman and the services of the workman were never utilized by them as employer from 02-03-1993 to 14-03-1999, without any break in service and the workman did not complete 240 days of work in a year as alleged and as the workman was engaged by the Security Contractor, there was no relationship of master and servant between them and the workman at any point of time and under section 10 of the Contract Labour (Regularisation and Abolition) Act, they were exempted by the Central Government, so the allegations made by the workman against them are not true and there was no question of violation of the provisions of 25 (H) of the Act and the work does not constantly exist and the work of providing security guards was given to other Government Agencies like Police Personnel and Home guards and therefore, the workman has no right to claim any relief from them and the work of security is not perennial in nature and as and when their go downs are filled with food grains, then only, services of the security guards are required and in pursuance of the notification issued by the Central Government abolishing contract labour system, they appointed Home guards and Police personnel as security guards.

The further case of party no. 1 is that for the reliefs as claimed, the workman had filed a writ petition before the Hon'ble High Court, Nagpur Bench bearing W.P. No. 1389/99 and the Hon 'ble High Court rejected the said WP and denied the reliefs prayed for and therefore, this Tribunal has no jurisdiction to decide the reference and the decision of the Hon 'ble Court operates as res-judicata and they floated tenders for the contract and lowest bidder was awarded the contract and the change of contractor in every two years was not on papers only and they had no say in the appointment of security guards by the security contractor and they had no control over the appointment and service conditions of the workman, who was an employee of the security agency and he was never their employee and the security contractor was the employer of the workman.

The further case of party no. 1 is that the appropriate government decided to abolish the employment of the contract labour as contemplated under section 10 of the Contract Labour (Regularisation and Abolition) Act, 1970 and the interpretation of the notification issued on 01-11-1990 put by the workman is not correct and they were exempted from the operation of the Act of 1970 in the year 1989 and the said exemption was withdrawn in the year 1999 and therefore, the security contact given to the contractor was terminated and hence, the services of the workman were terminated by the security contractor and they did not pay the salary to the workman and it was the contractor, who was paying the same to the workman and when the contractor failed to pay the salary to the workman, they paid the amount as per the directions given by the ALC from time to time and the said amount was recovered from the contract's bill and they only used to check the attendance of the security guards to find out as to whether the contractor had made arrangement of the requisite number of security guards, as per their requirement and they did not have the power to terminate any employee appointed by the contractor and they did not provide any article, such as torch, lathi, whistle and uniform etc to the workman and as such, the workman is not entitled to any relief.

4. It appears from record that in support of his case, though the workman filed his evidence on affidavit, he did not appear for his cross-examination. As the evidence of the workman has not been tested by way of cross-examination, the same cannot be considered.

5. Shri Suresh N. Bokade, the witness examined on behalf of the party no. 1 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. In his cross-examination, this witness has stated that he has no knowledge if FCI had obtained any license from the competent authority for engagement of contract labourers in FCI. The witness has admitted that the workman was working from 1994 in FCI and he was engaged for watch and ward of go downs and the workman and 12 other workmen were keeping watch on the incoming and outgoing vehicles to and from FCI godowns and the contractor engaged by FCI to supply contract labourers had the required license for the same, but copy of such license was not filed and the process of engagement of contractors was done by the Regional Office of FCI and he has no personal knowledge about the details of the process of engagement of contractors and during the general election to the Parliament, FCI had submitted the names of the workman and 12 others in the list of employees submitted to the collector. This witness has

denied the suggestions that the workman and 12 others were appointed by the FCI for watch and ward of the go-downs of FCI at Wardha in 1993 and that the FCI was mamtaining the attendance register of the workmen. The witness has further stated that payment of wages to the workman was being done through the contractor as per the minimum wages fixed by the Government and FCI was not making any duduction from the said wages towards PF and ESI and FCI was not maintaining any duty register or salary register for the workman and the concerned Asstt. Manager and Assistants were verifying the supply of labourers by the Contractor and the contractor was submitting monthly bills for supply of labours and the workman was on duty from 1994 to 1999 in FCI.

6. At the time of argument, it was submitted by the learned advocate for the workman that the workman was engaged by the management of FCI on 02-03-1994 at Wardha Depot as a security guard and he worked continuously without any interruption till 14th March, 1999 and his services were terminated orally by the party no. 1, without following the due procedure of law and the workman had completed more than 240 days of work in each year and before termination of the services of the workman, neither one month's notice nor one month's wage in lieu of notice nor retrenchment compensation was given to the workman, as required under section 25-F of the Act and after termination of the services of the workman, fresh hands were engaged by party no. 1 to extract the duties of security guard, in violation of the provision of section 25-H of the Act and the work of security guard is perennail in nature, hence the termination of the workman is void and illegal.

It was further submitted by the learned advocate for the workman that the party no. 1 had shown the workman as contract labour, but the so-called contract was made only on papers and the workman was actually working under the direct control and supervision of the party no. 1 and he was never a contract labour and such action of the party no. 1 was sham and only a camouflage to deny the legitimate claim of the workman and the so -called contract between the management and the contractor was bogus not genuine and the Central Government by notification dated 01-11-1990 abolished the employment of contract labour and directed to give employment to contract labours engaged by the management and therefore, the management of FCI was bound to abolish the contract labour system and to give employment to the workman.

It was also submitted by the learned advocate for the workman that party no. 1 has admitted the claims made by the workman and has not been able to prove their claim that the workman was a contract labour, by producing cogent evidence in support of the same and as such, the workman is entitled for reinstatement in service with continuity and full back wages.

7. Per contra, it was submitted by the learned advocate for the party no. 1 that the workman was never appointed by party no. 1 and he has engaged by the contractor as a security guard and as such, the concerned contractor is a necessary party and inspite of raising such objection in the written statement, the workman did not implead the contractor as a party and for that the reference is not maintainable. It was further submitted by the learned advocate for the party no. 1 that the workman was engaged by the contractor and as the contract of the contractor came to an end in March, 1999, the services of the workman were terminated by the contractor and as such, there was no question of party no. 1 complying with the due procedure of termination and there was no relationship of master and servant between the party no. 1 and the workman and the party no. 1 was exempted by the Central Government from the ban imposed for engagement of contract labourers, so contract was given to the security contractor, as per rules, for supply of security guards and due to the notification of the Government for abolition of contract labour system. Home guards and Police personnel were appointed as security guards and party no. 1 has no control over the workman and the security contractor was submitting bills for payment for supply of security guards and the security contractor was paying the wages to the workman. It was further submitted by the learned advocate for the party no. 1 that the workman and some others had approached the Hon'ble High Court, Nagpur Bench in W.P. 1389 of 1999 for the reliefs sought in this reference and the Hon'ble High Court while depositing of the said petition have held that the termination of the workman by the contractor was a valid one and the action of FCI was legal and as such, the workman cannot agitate the question again and the decision of the Hon'ble High Court operates as res-judicate between the parties and the workman is not entitled to any relief.

8. First of all, I will take up the submission made by the learned advocate for the party no. 1 that the persent reference is hit by the principles of res-judicate, due to the decision of the Hon'ble High Court, Nagpur Bench in W.P. 1389/99.

It is not disputed that the workman along with 78 others through the union, "Rashtriya Mazdoor Sena Saptahit Jaibhim" filed Writ Petition no. 1389/99 before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for their regularisation and the Hon'ble High Court did not grant such relief. On perusal of the order passed by the Hon'ble High Court on 29-07-2002 in the said writ petition, it is found that the workman and others claimed regularisation on the ground that they were employed by the contractor for doing regular work of the Food Corporation of India and in view of the same, they have became workmen of Food Corporation of India, since the work on which they were employed is of perennial nature. However, it is found from the judgment that the Hon'ble High Court did not consider the main relief and passed the following order:

> "In view of the judgment of the Constitution Bench in Steel Authority of India Ltd. and Others Vs. National Union Water Front Workers and Others

[reported in 2001(7) SCC 1], the relief sought by the petitioners cannot be granted since the petition involves disputed question of facts as also other facts which are required to be adjudicated by appropriate authority. Accordingly, the main prayer to absorb them cannot be granted.

In view of the rejection of the main prayer, the question of granting other prayer does not arise. In case, the petitioners approach the appropriate authority, the appropriate authority shall take decision in the matter within a period of one year. The applicants are free to approach the appropriate authority for redressal of their grievances."

So, it is clear from the orders passed by the Hon'ble High Court as mentioned above that the Hon'ble High Court did not consider the claim made by the workman and others on merit and granted them the liberty to approach the appropriate authority for redress. Hence, the reference cannot be said to be hit by the principles of res-judicata. So, there is no force in the contention raised by the learned advocate for the party no. 1.

9. In this reference, it is never the case of the workman that he was directly appointed or engaged by the party no. 1 as a security guard. In the very beginning of the statement of claim, it has been mentioned by the workman that he was initially engaged at Food Corporation of India Depot, Wardha as security guard, through a contractor. In paragraph 4 of the statement of claim, the workman has mentioned that, "In the year 1993, the workman was engaged by the Food Corporation of India through contractor, for the period of 2 years, but the contract was made on paper." The case of the workman is that after every two years, the party no. 1 on papers showed the change of contractors, but he was not disturbed from services and he worked continuously without any break till 14-03-1999 and as he worked as a security guard of perennial nature, he is entitled for reinstatement in service. The workman has also claimed that as the Central Government issued notification on 01-11-1990 to abolish the contract labour system in FCI and directed to give employment to contract labours engaged by the management and party no. implemented such direction at Nagpur and Manmad only and gave employment and regularized and absorbed the services of the Security Guards working at Nagpur and Manmad and did not implement the same at Wardha and other places to deprive him from the benefits under the Labour Laws.

From the evidence on record and the own admission of the workman in the statement of claim that he was engaged by the contractor and the contractor left him to FCI it is clear that the workman was engaged by the contractor. The workman has not produced any evidence to show that he was directly engaged by the Party No. 1.

10. At this juncture, I think it apropos to mention about the principles enunciated by the Hon'ble Apex Court regarding contract labours, in the two decisions reported in 1985-II LLJ-4 (S.C.) (The workman of the Food Corporation of India Vs. M/s. Food Corporation of India) and 2001 LAB IC 3656 (S.C.) (Steel Authority of India Ltd. and others Vs. National Union Water Front Workers and others).

In the decision reported in 1985-II LLOJ-4 (supra) the Hon'ble Apex Court have held that:—

"Briefly stated, when corporation engaged a contractor for handling foodgrain at Siliguri Dèpot, the corporation had nothing to do with the manner of handling work done by the contractor, the labour force employed by him, payments made by him etc. In such a fact situation, there was no privity of contract of employer and workmen between the corporation and the workmen. "Workmen" has been defined (omitting the words not necessary) in the Industrial Disputes Act to mean (any person including an apprentice) employed in any industry to do.....". 'The expression' employed has at least two known connotations, but as used in the definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and employee or master and servant unless a person is thus employed there can be no question of his being a "workman" within the definition of the term as contained in the Act.

Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra (1957- I- LLJ - 477). Now where a contractor employee a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person. Therefore, when the workmen employed by the contractor were certainly not the workmen of the corporaton and no claim to that effect has been made by the union."

11. In the decision reported in 2001 LAB IC - 3656 (supra) the Hon'ble Apex Court have held that :—

"The principle that a beneficial legislation needs to be constructed liberally in favour of the class for whose benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the legislature. The intendment of the CLRA Act is to regulate the conditions of service of the contract labour and to authorize in Section 10(1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant factors. But, the presence of some or all those factors, provide no ground for absorption of contract labour on issuing notification under Section 10(1) by the appropriate Government, is not alluded to either in Section 10 or at any other place in the Act and the

consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act, it is not for the High Courts or the Supreme Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel be it absorption of contract labour in the establishment of principal employer or a lesser or a harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such clearly impermissible.

Thus on issuance of prohibition notification under Section10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract in regard to condtions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. If the contract is found to be genuine and the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour. It otherwise found suitable, and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Air India's case 1997 AIR SCW 430 Overruled prospectively. M.A.T. Nos. 1704 and 1705 of 1999, D/-12-8-1999 (Cal): C.O. No. 6545 (W) if 1996, D/ 9-5-1997 (Cal): W.A. Nos. 345-354 of 1997m D/-17-4-1998 (Kant): W. P. No. 4050 of 1999, D/-2-8-2000 (Bom) and W.P. No. 2616 of 1999, D/- 23-12-1999 (Bom), 1998 Lab IC 2571 (Cal), Reversed.

It cannot be said that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "Contract labour", "Establishment" and "Workman" does not show that the legal relationship between the person employed in any industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "Workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that combined reading of the terms "Establishment" and "Workman" shows that a workman engaged in any establishment would have direct relationship with the principal employer as a servant of master. But what is true of a workman could not be correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour nor can such relationship be implied from the provisions of the action issuing notification under Section 10(1) of the CLRA Act. A fortiori mush less can such a relationship be found to exist from the rules and the forms made there under."

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

12. In this case, the letter No. U-23013/11/89/LW dated 28-05-92, Govt. of India, Ministry of Labour shows that the prohibition of employment of contract labour in sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishments of Food Corporation of India and some other departments was lifted by the Cental Government. So, the engagement of contract by the Party No. 1 cannot be said to be illegal. It is also found from the materials on record that the appointment of labour contractor by Party No. 1 for supply of Security Guards was genuine and the same was not only on papers as claimed by the workman. The workman has failed to prove such claim by adducing cogent or reliable evidence. The engagement of labour contractor by Party No. 1 was not a mere ruse or camouflage to evade compliance of the various beneficial legislations, so as to deprive the workman of the benefits there under. The workman has not been able to produce any document to show that at any point of time, Party No. 1 paid his wages as their employee. It is clear from the evidence that Party No. 1 paid wages of the last three months to the workman in presence of the Labour Commissioner, as the contractor did not pay the same. As it is clear from the evidence on record that the workman was engaged as a contract labour with Party No. 1, by the contractor and as such, it can be held that there was no relationship of master and servant between the Party No.1 and the workman. Hence, there was no question of termination of the services by the Party No. 1 or compliance of the provisions of Sections 25-F or 25-H of the Act.

13. It is the own case of the workman that he was engaged by the contractor. So the contractor, who had engaged the workman is a necessary party in the reference. The said contractor has not been added as a party in this reference. Due to non -joinder of necessary party, the reference is bad in law.

In view of the materials on record and the discussions made above, the reference cannot be answered in favour of the workman. Hence, it is ordered:—

ORDER

The reference is answered in the negative. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 659 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. एस. पी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 12/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-42012/68/2002-आई आर (सी एम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 659.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of National Sericulture Project, Central Silk Board, National Silk Board, Govt. of India, and their workmen, which was received by the Central Government on 22-02-2013.

[No. L-42012/68/2002-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT /NGP /12/2003 Date: 04-02-2013.

Party No.1

The Deputy Director,
National Sericulture Project,
Central Silk Board, P-2, Basic Seed Farm,
Shirala, Tal. Patur, Distt. Akola (MS).

Versus

Party No. 2

Shri Bika Laxman Satwal
R/o. Harihar, Post-Old City Akola,
Teh. Akola, Distt. Akola (MS).

AWARD

(Dated: 4th February, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute beetween the employers, in relation to the management of National Sericulture Project, Central Silk Board and their workman Shri Bika Laxman Satwal, for adjudication, as per letter No.L-42012/68/2002-IR (CM-II) dated 08-11-2002,with the following schedule:—

"Whether the action of the Deputy Director, National Sericulture Project, Central Silk Board, Government of India, Basic Seed Farm Shirala, Taluka-Patur, Distt.Akola (M.S.) in terminating the employment of Shri Bika Laxman Satwal w.e.f. 30-11-1996 is legal and justified? If not, to what relief the concerned workman is entitled"?

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Bika Laxman Satwal, ("the workman" in short) filed his statement of claim and the management of the National Sericulture Project, Central Silk Board ("Party No.1" in short) filed their written statement.

The case of the workman as depicted from the statement of claim is that "National Sericulture Project" was started by the Central Silk Board, a unit of Government of India, at different places all over India including in Akola district and the said project was implemented by the Director, National Silk Worm Seed Project CentralSilk Board having Office at Bangalore and the in-charge of the said project in Akola district and other places in Maharashtra was the Deputy Director having his office at P-2, Basic Seed Farm, Shirla, Akola and there were seven technical centers (T.S.C.) at Washim, Akola, Mehekar, Khamgaon, Risod, Motala and Buldhana, which were under the control of the Deputy Director and he was initially appointed as a casual labourer by party no.1 w.e.f. 24-09-1991, at T.S.C., Akola, from the list of candidates received from the concerned employment exchange and T. S. C., Akola was closed by party no.1 in 1993 and the party no.1 handed over all the T.S.C. to the State Government of Maharashtra and the office of the Deputy Director issued the order of retrenchment of his services on 30-11-1996 and terminated his services w.e.f. 30-11-1996 on the ground of closure of the T.S.C. and N.S.P at Akola and three days after the order of retrenchment, the party no.1 issued another order dated 03-12-1996 and offered fresh engagement of a casual labour at Basic Seed Farm; Shirla, but when he reported for duty on the basis of the order dated 03-12-1996, he was not allowed by party no.1 to resume duty, so he served a notice on party no.1 on 08-02-1997 asking to allow him to resume duty, but the party no.1 did not give any reply. It is further pleaded by the workman that in the circular dated 15-10-1992 of the Director, N.S. W. S. P, Banagalore, direction was issued to convert the casual labourers, who had completed five years of service as on 01-09-1992 to time scale labourers and also to convert all other casual labourers to time scale, on their completion of five years of continuous service and by circular dated 12-12-1996, it was decided to convert the casual labourers to time scale labourers, who had been engaged prior to 07-08-1992 and had completed

two years of continuous service and the Deputy Director, N.S.P., Shirla vide his letter dated 13-10-1996 had sent the details of his services along with other casual labourers and according to the said information, he had completed more than. five years of continuous service on 30-11-1996 and the date of his conversion as time scale labour was shown as 23-09-1996 and he has acquired the status of Time scale labourer and as such, he was not liable to be terminated and services of the casual labourers, Shri Abhay Tirpude and seven women Field Assistants were not terminated and they were accommodated and transferred to other places and. therefore, he was also entitled to be accommodated and even though the TSC were over to Maharashtra State Government, there was no need or propriety for party no. 1 to terminate his services and the work of labourers was and is available with party no. 1 at P-2 Basic Seed Farm, Shirla and also Gandhingala and party no. 1 is taking the work of labourers at Shirla by appointing contract labourers and hence, his retrenchment on account of closure of unit is on false ground and is illegal.

It is also pleaded by the workman that the establishment of party no. 1 is an industrial establishment as defined under section 25- L of the Act, hence provisions of chapter V- B of the Act are applicable to the establishment of the party no.1 and his retrenchment is in contravention of the mandatory provison of Sections, 25-N, Section 25-F and Section 25-FF of the Act and the party no. 1 did not follow the procedure of section 25-G of the Act and as such, his retrenchment dated 30-11-1996 was illegal and unfair labour practice and he had completed more than 240 days of work in every year during his tenure and the termination of his services was illegal and he is entitled for reinstatement in service with continuity and full back wages.

3.The party no. 1 in the written statement have pleaded inter-alia that seven Technical service centers were established in different places in Maharashtra State with the financial assistance of World Bank and for the said centers, required number of casual labourers were engaged purely on temporary on daily wages basis, for the casual nature of work for the project period and the nature of work of the centre was to provide technical service to the farmers, who were practicing sericulture and the work of the centres was seasonal and intermittent in nature and the workman was engaged as a casual labourer at TSC, Akola on 24-09-1991 through local employment exchange and he worked intermittently and he did not work continuously and he was paid wages as fixed by the State Government and as per the terms and conditions of National Sericulture Project, the TSC establishment in pilot states were closed on 30-11-1996 and handed over to the State Government and the only P 2 Basic Seed Farm, which was functioning at Shirala during project period was subsequently closed and handed over to the State Government and while handing over the Technical Service Centers, the concerned State Government Sericulture Departments were requested to utilize the labourers engaged in the centers, but they did not agree for the same and there was no requirement of labourers in any of Central Silk Board units functioning in Maharashtra and thus, the services of the labourers were terminated by offering admissible notice period wages and retrenchment compensation, as per the provisions of Section 25-F of the Act and the workman and other labourers refused to receive the same and later, individual demand drafts were obtained in the name of the workman and other labourers and were sent totheir residential addresses by registered post, but they refused to receive the same. It is further pleaded by the party no. 1 that order dated 3-12-1996, was issued with the intention to rehabilitate the retrenched labourers by engaging them for short duration at Basic Seed Farm, Shirala, but due to scaling down of farm activities and reduction of work load in the farm, the retrenched labourers could not be accommodated and that cannot be construed that work was available at P2 Basic Seed Farm, Shirala and after closure of TSC, Akola, no casual labourer was accommodated at anywhere and the women field assistants were appointed on regular basis as per recruitment rules of Central Silk Board and they were posted to work at TSC, Akola and other places in Maharashtra State and the workman cannot be equated with the regular staff and it is not an industrial establishment as defined under section 25(L) of the Act and provisions of Section chapter V-B, 25(L) and 25(N) of the Act are not applicable to it and the workman is not entitled to any relief.

4. The workman has examined himself as a witness to prove the case. In his examination-in-chief, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim. However, in his cross-examination, the workman has admitted that he was engaged as a casual labourer in the year 1991 and on 30-11-1996, the National sericulture project was closed and the Said project was handed over to State Government and in all seven were engaged in the project and all the seven persons including himself were retrenched by the State Government on 30-11-1996 and in the letter dated 30-11-1996 informed them about their retrenchment.

5. One S. Penchalaiah, a Superintendent of National Silkworm Seed Organisation Centre, Silk Board,Bangalore has been examined as a witness on behalf of the party no.1. In his examination-in-chief, which is on affidavit, this witness has also reiterated the facts mentioned in the written statement. In his cross-examination, party no. 1 has stated that he had or have not worked at Basic Seed Farm, Shirala and he has no personal knowledge about the period for which the workman worked at Basic Seed Farm, Shirala and the workman worked continuously for five years and he was entitled for regularisation.

6. It is necessary to mention here that the party no. 1 filed their written notes of argument on 21-09-2012. However, in spite of giving several opportunities, no argument either

in writing or oral was advanced from the side of the workman and as such, the case was closed and was posted for award as per orders dated 15-01-2013

7. It is clear from the pleadings of the parties and the evidence on record including the oral evidence of the witnesses examined by the parties that the workman was engaged as a casual worker on 24-09-1991 and worked till 30-11-1996 without any break. However, the documents filed by the management, Exts. M-I to M-VII show that due to closure of the Technical service centres including the servicre centres at Akola, where the workman was working and handing over of the centres to the State Govemment of Maharashtra on 30-11-1996, the services of the workman and all other casual labourers were terminated and before termination of their services, one month's wages in lieu of notice and retrenchment compensation was offered to the workman and other labourers, but they refused to receive the same. Fact regarding entitlement to receive such wages and compensation has been mentioned in the notice itself. It is also found that the wages and retrenchment compensation was also sent in shape of Bank Draft by R P with AD to the workman, but the workman did not receive the same. There is no evidence that any casual labour was accommodated by party no.1 at any other place and there was any discrimination in respect of the workman. There is also no evidence that provision of Chapter V-B and provisions of Sections 25-L and 25-N are applicable to party no. 1. As the mandatory provisions of the Section 25-F of the Act were complied with by party no.1, before termination of the services of the workman, it cannot be said that the termination of the services of the workman is illegal or invalid. Hence, it is ordered:—

ORDER

The action of the Deputy Director, National Sericulture Project, Central Silk Board, Government of India, Basic Seed Farm Shirala, Taluka-Patur, Distt.-Akola (M.S.) in terminating the employment of Shri Bika Laxman Satwal w.e. f. 30-11-1996 is legal and justified.The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 660.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 53/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/260/2003-आई आर (सी एम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S. O. 660.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Majri Area of Kuchana of Western Coalfields Ltd. and their workmen, which was received by the Central Government on 22-02-2013.

[No. L-22012/260/2003-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P.CHAND, PRESIDING OFFICER CGIT-CUM-LABOURT COURT, NAGPUR

Case No.CGIT/NGP/53/2004 **Date: 28-01-2013.**

Party No.1 The Chief General Manger,
Majri Area of Kuchana of WCL,
Post: Shembule, Distt. Chandrapur (M.S.)

Versus

Party No.2 Shri B.C. Kamanwar,
Joint General Secretary,
Indian National Mines Overman Sirdar
And Short-Firer's Association,
(Central)/ WCL, PO: Babupeth, Opp. Post Office, Babupeth, Chandrapur. (M.S.)

AWARD

(Dated: 28th January, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman, Shri Bisun Prasad Zamman, for adjudication, as per letter No.L-220012/260/2003-IR (CM II) dated 18-05-2004, with the following schedule:—

"Whether the action of the management in relation to Majri Area Kuchana of Western Coalfields Ltd. in refusing to change the date of Birth of Shri Bisun Prasad Zamman, Mining Sirdar as 01-01-1957 instead of 13-11-1952 on the basis of the Mining Sirdar Certificate No. 44203 dated 2-3-1984 as per Implementation Instruction No. 76 is legal & justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri B.P. Zamman,

("the workman" in short), filed the statement of claim through the union, "Indian National Mines Overman Sirdar And Short-Firer's Association,(Central)WCL" and the management of WCL, ("Party No.1" in short) filed its written statement.

The case of the workman as presented by the union in the statement of claim is that it (union) is a registered trade union under the Trade Unions Act, 1926 and Western Coalfields Limited ("WCL" in short) is one of the subsidiaries of Coal India Limited and is a "State" under article 12 of the Constitution of India and the provisions of National Coal Wage Argeements ("NCW A" in short) are mandatory and are binding on coal companies including WCL. The further case of the workman as presented by the union is that the workman was appointed on 17-05-1975 at Majri underground mine no.2, as a manual worker and thereafter, worked in different categories, such as Timberman and Timber Mistry and coal industry is a hazardous industry and there remained shortage of manpower and as such, appointments of persons available were being made in WCL and entries of their age were being made on assumption and the workman for his carrier growth wanted to appear in Sardarship examination, being held under Coal Mines Regulations, 1957 and for the same, he approached the Manager of the Mine, as per the usual practice in vogue at that time to forward his form containing his date of birth, medical certificate, conduct certificate, educational qualification and experience, as required under Regulation 15 of Coal Mines Regulations, 1957 and the Manager on verification and scrutiny of the particulars and being satisfied certified and forwarded the documents to the office of the Chief Inspector of Mines and the Board of Mining Examination conducted Sirdar's certificate examination on 02-03-1984 and the workman passed the Sirdar's certificate examination and certificate no. 44203 was issued in his favour, under the Mines Act, 1952, under the official seal and signature of the Secretary and Chairman of the Board of Examination and in that certificate, the date of birth of the workman was mentioned as 01-01-1957 and as there was shortage of Mining Sirdar in the colliery, he was promoted as a Mining Sirdar in Technical and Supervisory grade and as per provision of Regulation 24, his Sirdar Certificate was submitted to the Manager of the mine and as such, party no, 1 was all along in full knowledge of his date of birth as recorded in his Sirdar Certificate i.e. 01-01-1957, but party no. 1 did not care to correct the mistake in his date of birth and deliberately and intentionally all attempted to retire/superannuate him five years before his actual date of retirement and the statutory records about variation of age are in possession of party no. 1 and his date of birth was not corrected as per the implementation instruction issued by JBCCI from time to time and in modification of earlier implementation instruction no. 37 dated 5-02-81, implementation instruction no. 76 dated 25-04-1988 was issued by the JBCCI in respect of the procedure for determining/verification of the age of the employee and in view of the same, the party no. 1 should have complied and implemented the instruction no. 76 and corrected his age in terms of para (i) (b) of the said instruction on the basis of the Mining Sirdar Certificate and though, he made several representations himself and though the union to party no. 1, to correct his date of birth as 01-01-1957 instead of 1-11-1952, basing on the Mining Sirdar Certificate no correction was made by the party no. L and party no. 1 had corrected the date of birth of Shri Rajenti Ramdeo from 05-1-1932 to 18-12-1936, basing on the Mining Sirdar Certificate, even though, there was no objection from Shri Rajenti and such correction of date of birth is being done even now also, in similarly situated cases, by party no. 1, irrespective of the entry made and recorded in "Form B" register and party no. 1 had committed number of mistakes and irregularities in appointment of employees in their mines including in the case of Shri Raffique Mia, driver, Shri Somnath, Halege Khalasi, Shri Kailash, Haullage Khalasi and party no. 1 had also corrected the date of birth under the provision of implementation instruction no. 76 and basing on the Mining Sirdar Certificate of the employees, namely Shri Muslim Alizam, Shri Sarwan Kumar Yadav, Shri Bansraj Ramdeo, Shri Samir Alli and Shri Nandlal Kumbar and vide circular dated 15/17-07-1999, party no. 1 had reiterated to settle all the pending cases of age dispute as per implementation instruction no. 76 and party no. 1 had also corrected the date of birth of some employees, even after their retirement including Shri Sitaram Bakaram, Carpenter, Shri Algoo Mantigoo, Ex-loader and the workman is entitled for correction of his date of birth.The union has prayed to direct the party no. 1 to correct the date of birth of the workman as 01-01-1957 from 13-11-52, on the basis of the Mining Sirdar Certificate, as per implementation instruction no. 76.

3. The party no. 1 in their written statement have pleaded inter-alia that the workman was initially appointed at New Majri underground Mine no.2 on 17.05.1975 as a Timber man and according to the statutory provision of the Mine Act, 1952 and rules made there under, the full particulars of the workman including his parentage, date of birth and home address etc. were entered in "Form B" register, on the basis of his declaration and as per the declaration of the workman, his date of birth was recorded as 13-12-1952 and the entries were duly signed and authenticated by him and he also put his LTI against the entries and the workman also declared his age as 13-11-1952 in the declaration form "A", sent to the Coal Mines Provident Fund department and the said form was signed bythe workman, and on 01- 11-1989, the workman was transferred to Majri Open caste Mine and in the last pay certificate sent by Majri underground Mine, his date of birth was shown as 13-11-1952 and on the basis of the

said last pay certificate and copy of the "Form B" register, the date of birth of the workman was entered as 13.11.1952 in "Form B" register of New Majri OC Mine and according to the Statutory medical examination report in Form 'O' dated 13-11-1978, the age of the workman was recorded as 30 years on the date of examination and the said document was also signed by the workman and he also put his left thumb impression on the same and in the service register of the workman maintained by them, the age of the workman has been shown as 26 years as on 13.01.1978 and the said document has also been signed by the workman and he has also put his LTI on the same and even in Form - PS3 and Form- PS4 filled in, in the year 1998 of Family Pension Scheme submitted to the CMPF Department the workman had declared his date of birth 13-11-1952 as under his signature and right from the initial stages of service till 1998, in all the statutory and non-statutory records maintained by them, the date of birth of the workman had been recorded as 13.11.1952. The further case of the party no. 1 is that in the year 1990, the workman put up an application addressed to the Suptd. Mines/ Manager, New Majri OC stating that in his Mining Sirdar's Certificate, his date of birth to have been recorded as 1st January, 1957,where as in "Form B" and other records of the Company, his date of birth was recorded as 13-11-1952, hence the same be corrected as 01-01-1957 and the said application indicated that the workman was aware of his date of birth recorded in the official records of the company and he had never challenged the date of birth, so recorded in company's records, prior to 1990 and after obtaining the Mining Sirdarship , Certificate in the year 1984, the workman did not protest or apply for change of his date of birth and he submitted the application in 1990, after a gap of nearly six years of obtaining the said certificate, and while making the application, he did not allege about wrong recording of his date of birth, in the records of the company and at the time of putting up his application to the department of Mines in the prescribed form, the workman must have manipulated his date of birth and supplied a different date of birth than that was recorded in the statutory records and the Manager of the Mines is required to grant him experience certificate for working in a mine and in support of his eligibility for appearing in the examination conducted by the department of mines, for granting the Mining Sirdarship Certificate and on perusal of the Mining Sirdarship Certificate, it can be observed that, it was the workman, who had to put evidence before the authority in proof of age , medical fitness, good character, literacy and experience in coal mining and the Manager of the Coal Mine is required to certify only the experience and the said certificate does not state that the particulars had been certified by the colliery manager and assuming but not admitting that the age of the workman was certified by the colliery manager, he could not have shown any other date of birth than what was recorded in the statutory "Form B" register and other statutory records and if any different date was certified, then, it might have been done in connivance with the employees and even the colliery manager is not empowered to alter the statutory records, without sufficient and cogent documents and the workman has not claimed that his date of birth recorded in "Form B" register and other records stood corrected prior to his appearing in the examination and certificate granted and unless the recording of the age in the statutory records proved wrong, the same cannot be altered, on the basis of the Mining Sirdarship Certificate and there being no discrepancy or glaring mistake in recording of the age of the workman, in the statutory and other records of the company, the claim of the workman cannot be admitted and accepted.

It is also pleaded by the party no. 1 that age dispute cannot be decided and determined on the basis of comparison and every case has its own merit and it has not been proved by the workman that the cases of the other employees are exactly of the same merit, like his own case and age disputes are ongoing process and the same are done within the frame work of norms/rules and merit of each case and the same cannot be generalized and in the service excerpt supplied to the workman in duplicate in 1987, his age was mentioned as 26 years as on 13-11-1978 and one copy of the same was returned by the workman after signing of the same and confirming the correctness of his age and he did not protest or raise any objection against the same, though the specific purpose of the said document was for clarification of the relevant service particulars and the workman has not submitted any reason for not representing at the relevant time and the workman is not entitled to any relief.

4. In the rejoinder, reiterating the facts mentioned in the statement of claim, it is pleaded by the workman that party no.1 is a "State" within the meaning of Article 12 of Constitution of India and has to act not only fairly, but also reasonably and cannot discriminate between the employees and the NCW AS are settlements and are binding on the parties and implementation Instruction no. 76 is applicable to the management as well as to the workman and it was the management who is/was to implement the provisions of implementation instruction no. 76 and it was not on the workman and he is entitled for correction of his date of birth on the basis of the date of birth, mentioned in the Mining Sirdarship Certificate.

5. To prove the case the union has examined Shri B.C. Kamanwar, the Joint General Secretary of the union and the workman as witnesses, besides placing reliance on documentary evidence.

No oral evidence has been adduced by the party no.1.

6. The examination-in-chief of the two witnesses examined on behalf of the union are on affidavit. Both the withnesses have reiterated the facts mentioned in the statement of claim and rejoinder, in their evidence. However, Witness Shri B. C. Kamanwar, in his cross-examination has stated that he has not produced any document to show that the applications of the employees for appearing in the Mining Sirdar examination are being certified by the colliery manager and the same are being forwarded to the examination board of Mines Department at Dhanbad and he cannot show any provision in the Coal Mines Regulation, 1957, which provides the colliery Manager is required to certify about the age of the applicant to appear in the Mining Sirdar Certificate. This witness has further admitted that in para (B) (ii) of Implementation Instruction No. 76, it has been mentioned that, "wherever there is no variation in records, such cases will not be reopened, unless there is any very glaring and apparent wrong entry brought to the notice of the management." This witness has further admitted that in all the official documents maintained by the management, such as "Form B" register, Service register, CMPF declaration form, LPC, "Form B" register of MMOC Mine, service excerpts, Forms PS-3 and PS-4, there is no variation of the age of the workman and on 23.01.1990, the workman filed an application for change of his date of birth, basing on the Mining Sirdar Certificate and in that application, the workman had not mentioned any other ground for change of his date of birth.

7. The workman in his cross-examination has admitted that the copy of the "Form B" register does not have any signature of any officer of WCL, as there is no column for the same and in his application dated 22.01.1990, addressed to the Suptd/ Manager of New Majri Mine he has mentioned that his date of birth as per Mining Sirdar's Certificate no. 44203 is 01-01-1957, but in the "Form B" register and other records of the company, his date of birth is recorded as 13.11.1952 and he was transferred to Majri Open cast Mine from Mine no.2 and at that time, his "Form B" register, Ext. M-I, his date of birth was mentioned as 13.11.1952 and he had never made objection regarding the entries made in Ext. M-I. and Ext. M-II is the copy of the declaration form given by him for Coal Mines Provident Fund and he has signed on the said form and the said form was submitted by him on 04.01.1981 and in Ext. M-II, his date of birth is mentioned as 13-11-1952 and he has signed on the service excerpts after supplying the required information in the same and he did not raise any objection regarding his date of birth, mentioned as 26 years on 13-11-1978 in the service excerpts and Ext. M-III is the copy of his service excerpts with his signature and he has submitted forms PS-3 (Ext. M - IV) and PS-4 (Ext. M -V) regarding family pension and in both the forms, he had mentioned his date of birth as 13-11-1952 and he passed Sirdar Certificate on 02-03-1984 and he knew that his date of birth was mentioned as 13-11-1952 in the records of WCL and he raised his objection regarding his date of birth for the first time in the year 1990.

8. During the course of argument, the learned advocate for the workman reiterated the facts mentioned in the statement of claim and rejoinder. The specific submission made by the learned advocate for the workman was that Implementation Instruction No. 76 issued by the JBCCI is binding on the management of WCL and so also to the workmen and according to the said instructions, the age of a workman is required to be corrected, basing on the date of birth mentioned in the Mining Sirdar Certificate and party no.1 have corrected the date of birth of number of employees basing on the Implementation Instruction no. 76 and Mining Sirdar Certificate and in the Mining Sirdarship Certificate, the date of birth of the workman has been mentioned as 01-01-1957 and as such, he is entitled for correction of the date of birth basing on the said certificate.

In support of such contentions, the learned advocate for the workman placed reliance on the decisions reported in AIR 1974 SC-348 (Pooran Mal Vs. Director of Inspection), 2007 (115) FLR-427 (Mohan Mahto Vs. M/s. Central Coal Fields Ltd and others), AIR 1994 SC-853 (S.P.Chengalvarya Naidu Vs. Jagannath), (1979) 3 SCC-762 (Pottery Mazdoor Panchayat Vs. Perfect Pottery Co.Ltd).

9. On the other hand, it was submitted by the learned advocate for the party no. 1 that the workman has claimed to change his date of birth from 13-11-1952 to 01-01-1957, basing on the date of birth as mentioned in the Mining Sirdar Certificate and he did not claim that the entries in the company's records were wrong and the workman and so also,the other witness examined on behalf of the workman in their evidence have admitted that in all the records of the company, the date of birth of the workman has been mentioned as 13-11-1952 and for the first time on 23-01-1990, the workman asked the management to change his date of birth, basing on the Mining Sirdarship Certificate and as there was no mistake in respect of the date of birth of the workman in the company's record, there is no question of changing of the same basing on the Mining Sirdarship Certificate and Implementation Instruction no. 76 is not applicable to his case and the workman is not entitled to any relief.

10. From the principles enunciated by the Hon 'ble courts in the judgments cited by the learned advocate for the workman it is clear that WCL, which is a public of sector undertaking is a state within the meaning of Article 12 of the Constitution and settlement within the meaning section 18 (3) are binding on both the parties and continues to remain in force unless the same is altered, modified or substituted by another settlement and the Tribunal cannot

go beyond the terms of reference. It is also clear from the materials on record that Implementation Instruction no. 76 is binding on both the management of WCL and so also on their workmen.

11. The claim of the workman is based on the provisions of implementation Instruction no. 76. On perusal of the Implementation Instruction No. 76 issued on 25.04.1988, it is found that the same 'was issued for determination/verification of the age of the employees and for resolving of disputed cases of service records. Clause (B) (i) and (ii) of the said Implementation Instruction provides the procedure for review / determination of date of birth in respect of existing employees, which reads as follows:—

(B) Review/determination

(i) (a) In the case of the existing employees Matriculation Certificate or Higher Secondary Certificate issued by the recognized Universities or Board or Middle pass Certificate issued by the Board of Education and/ or Department of Public Instruction and admit cards issued by the aforesaid Bodies should be treated as correct provided they were issued by the said Universities/Boards/Institutions prior to the date of employment.

(i) (b) Similarly, Mining Sirdarship, Winding Engine or similar other statutory certificates where the Manager had to certify the date of birth will be treated as authentic. Provided that where both documents mentioned in (i) (a) and (i) (b) above are available the date of birth recorded in (i) (a) will be treated as authentic.

(ii) Wherever there is no variation in record as, such cases will not be reopened unless there is a very glaring and apparent wrong entry brought to the notice of the Management.....

It is also necessary to mention clause (5) of Implementation Instruction no. 76, which is quite necessary to determine the dispute between the parties. The same read as follows:

(5) Undisputed cases

It was agreed that in undisputed cases, with a view to have stable record of service, the entire date in the service record should be computerized and a copy should be retained at the colliery/project/ Area/ Subsidiary level and at the Headquarters of Coal India. Such undisputed cases will not be reopened. It was also agreed that after the task of computerisation is over, a copy of the print out will be given to the employee concerned.

12. From the evidence on record including the Mining Sirdarship Certificate, documents Exts. M-I to M-V and the evidence of the two witnesses examined on behalf of the workman, it is found that in all the statutory records and all other records of party no.1, the date of birth of the workman has been recorded as 13-11-1952 and there was never any dispute regarding the date of birth of the workman. It is also found that in the Mining Sirdarship Certificate, the date of birth of the workman has been mentioned as 01-01-1957. It is also clear that the workman did not raise any objection in respect of his date of birth till 23-01-1990 and it is only on 23-01-1990, the workman submitted an application for the first time to change his date of birth as 01-01-1957, basing only on the date of birth mentioned in the Mining, ,Sirdarship Certificate. It is also found that in his application dated 23-01-1990 also, the workman did not mention any other ground to change his date of birth or that there was any mistake in recording his date of birth in the records of the party no. 1. It is not known as to how the workman was able to manage to record his date of birth as 1-1-1957 in the Mining Sirdarship Certificate, when there was no dispute about the date of birth recorded in the records of party no.l. Neither in the statement of claim nor in the rejoinder, it is pleaded that there was any mistake in recording the date of birth of the workman as 13-11-1952 in the statutory records and other records of party no. 1. It is also to be mentioned that in Exts. M-IV and M-V, the workman himself has mentioned his date of birth as 13-11-1952.

When it is the admitted case that there was no variation regarding the date of birth of the workman in the records of party no.l and when there was also no glaring and apparent wrong entry in respect of the date of birth of the workman, there was no question for the party no. 1 to reopen the case of the workman and to change his date of birth, basing on the Mining Sirdar Certificate.

13. Though the documents produced by the union show that party no. 1 had changed the date of birth of number of their employees, basing on Mining Sirdarship certificate, matriculate certificates and other documents as mentioned in clause (B) of the Implementation Instruction no 76, there is no evidence on record that the cases referred by the union in the statement of claim are similar to the workman and there was no variation of the date of birth of those employees in the records of party no.l. Hence, it cannot be said that there was any discrimination in the case of the workman. HEnce, it is ordered:-

ORDER

The action of the management in relation to Majri Area Kuchana of Western Coalfields Ltd. in refusing to change the date of Birth of Shri Bisun Prasad Zamman, Mining Sirdar as 01-01-1957 instead of 13-11-1952 on the basis of the Mining Sirdar Certificate No. 44203 dated 02.03.1984 as per Implementation Instruction No. 76 is legal & justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 661.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 16/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था।

[सं. एल-22012/60/2003-आई आर (सी एम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O.661.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Dhoptala Sub Area of Western Coalfields Ltd. and their workman, which was received by the Central Government on 22-02-2013.

[No. L-22012/60/2003-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

No. CGIT/NGP/16/2004 **Date: 18-1-2013**

Party No. 1

The Sub Area Manager,
Dhoptala Sub Area of WCL,
Post Sasti, Tah. Rajura,
Distt. Chandrapur.

V/s

Party No. 2

Sh. Lomesh Khartad,
General Secretary,
Rashtriya Colliery Mazdoor Congress,
Dr. Ambedkar Nagar, Ballarpur,
Distt. Chandrapur

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman, Shri Suresh Laxman Durge, for adjudication, as per letter No.L-22012/60/2003-IR (CM-II) dated 30-01-2004, with the following Schedule :—

"Whether the action of the management in relation to Ballarpur Area of Western Coalfields Ltd. in terminating the services of Shri Suresh Laxman Durge, General Mazdoor vide office order No. WCL/SC/45B/222 dated 05-03-2001 is legal and justified? If not, to what relief the workman is entitled?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman, Shri Suresh Laxman Durge, ("the workman" in short) through his union, "Rashtriya Colliery Mazdoor Congress", ("the union" in short) filed the statement of claim and the management of WCL, ("party no. 1" in short) filed the written statement.

In the statement of claim, it is pleaded by the union that the action of party no. 1 in terminating the services of the workman, vide order dated 05-03-2001 is illegal and therefore, the same is required to be set aside and the workman is entitled for reinstatement in service with continuity and full back wages.

3. The party no.1 resisted the claim of the workman by filing their written statement and pleading inter-alia that their action in terminating the services of the workman is legal and proper and the workman is not entitled to any relief.

4. It is necessary to mention here that as the termination of the workman was done after holding a departmental enquiry, the validity or otherwise of the departmental enquiry was takan up for consideration as a preliminary issue and the parties were directed to adduce evidence in support of their respective claims. The workman filed his evidence on affidavit. However, inspite of giving several opportunities, the workman did not appear for his cross-examination. On 19-12-2012, the learned advocate for the workman filed an application for permission of the court to withdraw his power, on the ground that the present whereabouts of the workman is not known and that the workman is not coming to contest the case and after hearing the said application, the learned advocate for the workman was allowed to withdraw the power. In the interest of justice, notice was issued to the Secretary of the union to appear in the case and in response to the notice, the Secretary of the union, Shri Lomesh Maruti Khartad appeared on 18-1-2013 and filed an affidavit stating that the workman is not interested to contest the case and though several letters had been written by him, the workman is not making any contact with him. He has also prayed to close the case and to pass "no dispute" award.

As the union which has raised the dispute on behalf of the workman has prayed to close the case and as the workman is not interested to contest the case, the case is

closed and posted for award.

5. As the workman is coming to contest the case, it appears that at present no dispute exitst between the parties. Hence, it is necessary to pass a "No dispute" award. Hence, it is ordered:—

ORDER

The reference be treated as "No dispute"award.

J.P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 662 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 270/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/182/1995-आई आर (सी-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 662.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 270/1999) of the Central Government Industrial Tribunal-cum-Labour Court No-2. Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 22-02-2013.

[No. L-22012/182/1995-IR (C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

Present : Shri Kishori Ram, Presiding officer

In the matter of an Industrial Dispute under Section 10 (1) (d) of the I. D. Act 1947.

Reference No. 270 of 1999

Parties : Employer in relation to the management of Food Corparation of India, Patna, and their workmen.

APPEARANCES :

On behalf of the workmen	:	None
On behalf of the Management	:	Mr. Bhupendra Narayan

Rep. of the Manangement

State: Bihar Industry: Food

Dated, Dhanbad, the 2nd Jan. 2013

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-22012/182/95-IR(C-II) dt. 16-6-1999.

SCHEDULE

" Whether the action of the managment of FCI, Patna, in terminating the services of Sh. Hirdyanand Dubey and Raju Mishra is legal and justified? If not to what relief the workmen are entitled? "

2. Neither any representative for FCI Employee's Union/workmen Hirdyanand Dubey and Raju Mishra appeared nor any workmen's withness for evidence produced despite three Regd. notices issued for it. Mr. Bhapendra Narayan, Asstt. Gr. FCI, for the management is present.

Perusal of the case record clearly reveals that the case has been pending for the evidence of the workmen since 7-2-2006 for which inspite of giving more than sufficient opportunities and Regd. Notice having been issued to the Union concerned on its address noted in the Reference for it not a single witness produced on their behalf. It also indicates that the Union Representative/ both workmen by their conduct appear to be uninterested in pursuing the case. Proceeding with the case under the circumstances for altogether for more than six years for evidence is unwarranted. Hence the case is closed and accordingly an Order of no industrial dispute existent is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 663 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नं. 2, धनबाद के पंचाट (संदर्भ संख्या 271/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/183/1995-आई आर (सी-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 663.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 271/1999) of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workmen, which was received by the Central Government on 22-02-2013.

[No. L-22012/183/1995-IR (C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

Present : Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10 (1) (d) of the I. D. Act, 1947.

Reference No. 271 of 1999

Parties : Employes in relation to the management of Food Corporation of India, Patna, and their workmen.

APPEARANCES :

On behalf of the workmen : None

On behalf of the Management : Mr. Bhupendra Narayan

Rep. of the Manangement

State: Bihar Industry: Food

Dated, Dhanbad, the 2nd Jan. 2013.

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-22012/183/95-IR(C-II) dt. 16-6-1999.

SCHEDULE

" Whether the action of the managment of FCI Patna, in terminating the services of Smt. Gangajali Devi and 22 others (list enclosed) are legal and justified? If not to what relief the workmen are entitled? "

2. Neither union representative for FCI, Employee's Union nor any of the workmen Smt. Ganagjali Devi & 22 others appeared nor any witness for their evidence produced despite sérevral notices. Mr. Bhapendra Narayan, AG, I is present.

Perused the case record, I find the present reference related to the termination of their services has been pending for the evidence of the workmen since 8-8-2006 for which more than sufficient opportunities were given and Regd. Notices also issued to the Union on its address noted in the Reference, even then not a single witness on behalf of the workmen produced in the period of more than six years. Proceeding with the case insuch circumstance of uncertainity is unwarranted. Hence the case is closed due to disinterestness of the Union as well as that of the workmen in pursuing the case. In result an order of no industrial dispute existent is passed.

KISHORI RAM, Presiding Officer

LIST OF WORKMEN

1. Smt. Gangajali Devi
2. Smt. Lachia Devi
3. Smt. Sarswati Devi
4. Smt. Bechani Devi
5. Smt. Lalmuni Devi
6. Smt. Tara Devi
7. Shri Purushotam Dubey
8. Md. Abdul Rahman
9. Shri Sidh Nath Singh
10. Shri Rama Shanker Singh
11. Shri Rajendra Prasad
12. Shri Gorakh Ram
13. Shri Rama Shankar Upadhyay
14. Shri Rajendra Dubey
15. Shri Harendra Tiwari
16. Shri Sheo Mandil
17. Shri Nandjee Prasad
18. Shri Vinod Kumar
19. Shri Rambabu Singh
20. Shri Prameshwar Mali
21. Shri Narayan Jee
22. Shri Vijay Shankar Rai
23. Uma Shankar Singh.

नई दिल्ली, 22 फरवरी, 2013

का.आ. 664.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (आईडी संख्या 124/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/13/2002-आई आर (सी एम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 664.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 124/2002) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Chandrapur Area of Western Coalfields Ltd. and their workmen, received by the Central Government on 22-02-2013.

[No. L-22012/13/2002-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/124/2002 Date : 30-01-2013.

Party No. 1 : The Chief General Manager, Chandrapur Area of WCL, Po & Distt. chandrapur (MS).

Versus

Party No. 2 : Shri Rammurat Birbal Yadav, Near Old Power House, Bagad Kidki, PO & Distt. Chandrapur (MS).

AWARD

(Dated : 30th January, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman, Shri Rammurat Birbal Yadav, for adjudication, as per letter No. L-22012/13/2002-IR (CM-II) dated 14-08-2002, with the following schedule :—

> "Whether the action of the management in relation to Chandrapur Area of WCL in terminating the services of Shri Rammurat Birbal Yadav, Loader by order No. WCL/CHA/CGM/ADMN/12858 dated 30-11-1999 is legal and justified ? If not, to what relief is the workman is entitled ?"

2. On receipt of the reference, parties were noticed to file then respective statement of claim and written statement, in response to which, the workman, Shri Rammurat Yadav, ("the workman" in short) filed the statement of claim and the management of Chandrapur Area of WCL, ("party no. 1" in short) filed the written statement.

The case of the workman as projected in the statement of claim is that the party no. 1 is a Government Coal Company owned and controlled by the Central Government and is a "State" within the meaning of the provisions of the Constitution of India and the terms and conditions of the National Coal Wages Agreements ("the NCWAs" in short) are mandatory and binding on the management of party no. 1 and the service conditions of the workmen of party no. 1 are governed by the certified standing orders. The further case of the workman is that he was appointed as a piece rated loader in June, 1976 and posted at Hindustan Lalpeth Mine and subsequently, he. was transferred to Sasti underground mine and thereafter to Chanda Rayatwari colliery and then to Nandgaon incline and then to Hindustan Lalpeth underground of Chandrapur sub-area and he is a trade union leader and a social worker and he had been raising/ reporting against corruption, dereliction of duties, improper maintenance of safety of mines and persons working therein, misbehavior of officers and corrupt practices in the Mines and as such, the management was always in search of chance to victimize and harass him and to spoil his records and during and in course of his employment, he sustained serious injuries at 10 Dip, Nandgaon Incline in the second shift on 01-08-1995 and he approached Dr. Das, Medical officer of Nandgaon Incline dispensary on 01-08-1995 and the doctor referred him to Area Hospital, Chandrapur for further treatment and as per the advice of the doctor, he remained under treatment and reported for treatment on 02-08-1995, 03-08-1995, 05-08-1995 to 07-08-1995 and on 08-08-1995 and he was further referred to Government Civil Hospital, Chandrapur for treatment and he was being treated in the said hospital and so also the Area Hospital and his treatment in the Area hospital continued from 12-08-1995 to 28-08-1995 and on 23-08-1995, the doctors detected swelling on old fracture in the L. S. region and advised him for post S.P. exercises

and he underwent treatment at Area Hospital, Chandrapur and Nandgaon Incline Dispensary and for his treatment, he reported on different dates in the said hospitals between the period from 29-08-1995 to 21-08-1996 and on 21-08-1996, he was referred to OPD at Government Civil Hospital, Chandrapur, where he remained under the treatment of doctor, Ajay Duddalwar as an indoor patient from 10-09-1996 to 26-09-1996 and thereafter, he was advised for 15 days rest and to report again by the said doctor, so on 14-10-1996, he appeared before the said doctor, who advised. him for further rest of 15 days and the period of rest was extended by the doctor from time to time and he reported on different dates before the doctor for treatment till 08-08-1997, after which, he was referred by Dr. Sindhu to Ortho Surgeon, so he again reported back to Chandrapur Area Hospital on 12-08-1997 and then on 16-08-1997, 17-08-1997, 21-08-1997, 23-08-1997, 26-08-1997 and 28-08-1997 and then, he was referred to Dr. L.K. Arora, the Ortho Surgeon of Rajiv Ratan Hospital, Ghugus, Wani Area and he appeared before the said doctor on 31.08.1997 and he was examined by Dr. Mal, who diagnosed as, "H.O. injury 01-08-1995 C/o Back pain, OE lumber Lordotic curve is 1. FUL + L4 L5, L5 S1. SLR(-) EHL good (5). Movement painful and restricted, X-ray old Transverse process (L) side L3 L4, Spondolylethice L5 on S-1" and he was advised to use LS Belt alongwith taking of medicines.

The further case of the workman is that he again reported back to Area Hospital, Chandrapur on 04-09-1997 and medicines were prescribed and the proposal for providing belt was regretted and as per advice, he continued treatment on different dates from 14-09-1997 till 25-04-1999 and on 25-04-1999, he was again advised to report to M.S. Ortho, Wani Area and he reported to the said doctor on 29-04-1999 and the doctor examined him and prescribed medicines and the doctor also advised for another review on 16-05-1999 and he again reported at Chandrapur Area Hospital on 04-05-1999 and to the M.S. Ortho, Wani Area on 16-05-1999 and he was advised for X-ray and he also reported at Chandrapur Area Hospital on different dates from 30-05-1999 to 05-12-1999 for treatment and thereafter, when he went for treatment, he was not treated by the authorities on the ground of their having received copy of the letter of his dismissal from service and he was never declared fit after sustaining injuries on 01-08-1995 and he was never examined by any Medical Board of WCL.

It is also pleaded by the workman that he was not paid wages on account of I.O.D. as per provisions of NCWA V/VI and with the intervention of the District Collector, the payment of I.O.D. wages from August, 1995 to December, 1995 was paid to him in January, 1996 and he met the Personnel Manager, Chandrapur Area personally and informed him about his undergoing treatment for the injury sustained on 01-08-1995 in the Mines and he also showed all connected/relevant papers and handed over copies of the same to him and the Personnel Manager advised him to undergo treatment and assured to look into the payment of IOD wages and vide his letter dated 30-09-1996, he informed the Manager, Nandgaon Incline about his getting treatment for the injury sustained by him on 01-08-1995 in the mine and requested for payment and during the course of his treatment and when he was unfit for work, he was released for Rayatwari Sub-Area vide order dated 30-09-1996, in utter disregard to the principles of natural justice and provisions of CSR and other Act and Rules and Regulations and vide his letter dated 24-10-1996, he requested the Manager, Nandgaon Incline for payment of yearly bonus, but he was informed that since he had already been released from Nandgaon Incline on 01-10-1995 to Durgapur Rayatwari, the bonus be obtained from Durgapur Rayatwari and when he was under Medical treatment, such release was illegal, arbitrary and revengeful attitude of the Management and though he was unfit to resume duty and was advised bed rest by the doctor, he was asked by the Suptd. of Mines/Manager, Nandgaon to resume duty and management did not pay him the IOD wages and also the T.A. apd D.A. as per rules of the company to enable him to take his son who was seriously ill and referred to Medical College Hospital, Nagpur, for treatment and he was submitting information to the management about his treatment and vide letter dated 20-05-1997, he informed the Deputy Sub-Area Manager, Chandrapur about his treatment and though he was under treatment of IOD, to victimize and harass him, the party no.1 submitted a false, fabricated and baseless charge sheet against him on 25-03-1999 and he submitted his reply to the said charge, denying the charges and a departmental enquiry was ordered and in the enquiry, he gave his statement and on 11-07-1999, he filed an application for supply of documents, but the documents were not supplied on 16-07-1999 and vide his registered letter dated 19-7-1999, he again demanded for copies of documents and legible copy of proceedings of dated 16-7-1999 and on 16-09-1999, he again asked for the names of the witnesses and copy of injury report and his fitness certificate and some other informations, but the management representative ("M.R." in short) did not produce the documents on 16-09-1999 and the MR produced two documents, which were admitted into evidence, but copies of the same were not supplied to him, though he demanded copies of the same vide his letters dated 17-09-1999 and 23-09-1999 and the enquiry officer vide his letter dated 10-10-1999, made wild allegations against him and intimated about the closure of the enquiry exparte on 28-09-1999 and such facts conclusively proved that without any information to him, the enquiry officer conducted the enquiry exparte on 28-09-1999 in utter disregard to

principles of natural justice and he was victimized and vide his letter dated 14-10-1999, he intimated the enquiry officer about the fact of non-supply of documents and about not intimating the date of enquiry fixed on 28-09-1999 and he also sent a copy of the same to the Chief General Manager, WCL, Chandrapur, which were received by them on 18-10-1999 and 15-10-1999 respectively and he was dismissed from services vide order dated 30-11-1999 of the Personnel Manager (Admn.), Chandrapur Area with immediate effect and he made appeal to the CGM, Chandrapur Area on 13-12-1999, but the same was not replied.

The further case of the workman is that the charge sheet is vague and the enquiry was conducted in a most arbitrary manner in gross violation of the principles of natural justice and he was not given chance to explain his case and list of witnesses and documents were not given to him, inspite of his repeated demands and inspite of specific provision in clause 28.10 of the certified standing orders, copies of the enquiry proceedings and copy of enquiry report were not given to him and no second show cause notice was issued against him before imposing the punishment, as per the principles laid down by the Hon'ble Apex Court in this regard and the party no.1 concealed and suppressed documents which were in their possession and which were required for adjudication of the dispute and as he raised voice against the corrupt practice adopted by the management of WCL, he was victimized.

The workman has prayed to set aside the order of punishment imposed against him and to reinstate him in service with continuity and full back wages and all consequential benefits.

3. The party no.1 in their written statement have pleaded inter-alia that the workman was working as a loader at Nandgaon Incline, Hindusthan Lalpeth Sub-Area and in the larger interest of the company and better utilization of manpower, the workman was transferred alongwith 18 other loaders to Durgapur Rayatwari Colliery vide office order dated 30-09-1996 and consequent upon the transfer, the workman and all other transferees were released form Nandgaon Incline w.e.f. 01-10-1996 and even though, all other transferees joined their duties at Durgapur Rayatwari Colliery, the workman did not join at Durgapur Rayatwari colliery and as the workman did not comply with the order of transfer, the Sub-Area Manager, Durgapur Rayatwari Sub-Area wrote a letter dated 06-02-1997 to the workman advising him to report at Durgapur Rayatwari Sub-Area at the earliest, failing which he Would be liable for disciplinary action for remaining absent without leave or permission and on receipt of the said letter, the workman made a complaint to the ALC (C), Chandrapur, vide his letter dated 18-02-1997 alleging harassment by senior officers of WCL and endorsed copies of the same, to different authorities including the Hon'ble Prime Minister of India and by endorsing the copies of the said letter to unconcerned higher dignitaries, the workman intended to coerce and pressurize the management to concede to his unreasonable demands and the language used in the said letter was highly abusive, derogatory and disrespectful and following the normal procedure, the ALC intervened and invited comments from the management and they submitted a detailed report to the ALC and after making investigation, the ALC submitted failure report to the Ministry vide letter dated 31-08-1999.

The further case of party no. 1 is that the workman on the ground of his sustaining the alleged injury on 01-08-1995, which was simple in nature, as would be evident from the slip issued by the Mining Sirdar, did not comply with the transfer order and remained unauthorisedly absent for three years and even after rejection of his dispute by the Ministry in August, 1999, he did not report for duty and considering the fact that the workman had been absenting unauthorisedly for a long time and was defying the lawful transfer order for nearly three years, they had no alternative, but to draw up disciplinary proceedings against him and accordingly, charge sheet dated 25-03-1999 was issued against him, calling for his explanation within 72 hours of the receipt of the charge sheet and the workman submitted two replies, one dated 23-03-1999 and the other dated 01-04-1999 and in the first reply, he had stated that his case relating to IOD was under Industrial dispute before the ALC (C) and about his undergoing treatment in WCL hospital enclosing some medical certificates and he was being victimized and in the second letter, the workman had reiterated the pendency of the dispute before the ALC and the Civil Court and in the said letter, he had also passed some uncalled for remarks against the Personnel Manager, (Admn.), the charge sheet issuing authority and threatened to take recourse to legal action, if the charge sheet would not be withdrawn within 72 hours, with the object of demoralize the Personnel Manager(Admn.) and he also sent letters to different authorities incuding the Hon'ble President of India with the motive to pressurize the management and to politicalise the disciplinary matter, so that the proceedings should be dropped against him and with a view to demoralize and terrorize Shri Venugal, the charge sheet issuing authority, the workman sent a written complaint against him, through senior advocate, Shri V.P. Pande to the learned Civil Judge, District Court, Chandrapur to issue non-bailable warrant alleging contempt of court.

It is also pleaded by the party no. 1 that they decided to proceed with the enquiry in respect of the charge sheet dated 25-03-1999 and accordingly, the enquiry was

constituted and Shri P.D. Kawle was appointed as the enquiry officer and Shri Ramesh Gedam was appointed as the presenting officer and the enquiry commenced on 19-04-1999, after due notice to the workman and the workman attended the enquiry and requested for time to engage his co-worker and accordingly, the enquiry officer adjourned the enquiry to 22-04-1999 and on the next date of the enquiry, the workman appeared with his co-worker, Shri Babulal Shripal and the enquiry officer explained the procedure of the enquiry to the workman and his co-worker and then read over and explained the charges to the workman, to which, he pleaded not guilty and stated that he received injuries on his waist on 01-08-1995 Nandgaon Incline and to be under treatment for the same and about his not getting proper treatment in Area hospital, about non-receipt of payment etc and about his raising industrial dispute regarding the issue and requested for permission to file documents in regard to the same and his request was granted by the enquiry officer and then the presenting officer, presented the case of the management and filed supporting documents and the same were taken on the record of the enquiry and marked as exhibits and at that stage, the workman requested for adjournment, on the ground of his not feeling well, so the enquiry was adjourned to 11-07-1999 and on 11-07-1999, due to late appearance of the management representative, the workman and his co-worker requested to adjourn the enquiry and accordingly the enquiry was adjourned to 16-07-1999 and on 16-07-1999, though the workman appeared, his co-worker remained absent, so the workman prayed for adjournment and the enquiry officer adjourned the enquiry to 20-07-1999 and the workman referred to his letter dated 11-07-1999, in which he had asked for some documents and when the enquiry officer asked the workman to specify the documents, the workman told that he himself not to be clear about the same, so it was not possible to supply any document and so far the supply of documents in regard to the medical treatment of the workman is concerned, the documents were available with the workman himself, so the question of supply of the same to the workman by the enquiry officer did not arise and on 20-07-1999, the enquiry was not held and the same was adjourned to 06-09-1999 and on 06-09-1999, only the co-worker of the workman appeared and asked for adjournment on the ground of non-receipt of the notice, so, the enquiry was adjourned to 14-09-1999 and on 14-09-1999, the workman and his co-worker appeared and the workman prayed for adjournment on the ground of his appearing before the ALC, so the enquiry was adjourned to 16-09-1999 and on 16-09-1999, the workman and his co-worker were present and the workman submitted an application and demanded for the list of witnesses and documents, i.e. injury report, his fitness certificate and the name of the doctor issuing the certificate and the copy of the complaint against him, but the workman and his co-worker admitted about the workman, not working for the period from January, 1996 to August, 1996 and the workman of having received the payment for the said period, considering the same to be his payment for IOD and they wanted only the list of witnesses and nothing else and the management representative was directed by the Enquiry Officer to supply copies of the documents to the workman and out of the documents, copies of the attendance register and complaint against the workman were supplied to him and those two documents were taken on record and marked as M-7 and M-8 respectively and the management representative gave out that documents No. 1 and 2 not to be connected with the enquiry and after hearing both the parties, the enquiry officer gave his decision that those two documents not to be connected with the enquiry and there was no necessity to supply copies of the same to the workman and then, the workman and his co-worker asked for change of the enquiry officer and the Enquiry Officer asked them to approach the competent authority for the same and thereafter, the workman and his co-worker disclosed that they would not participate in the enquiry conducted by the enquiry officer, Shri Kawle and considering the circumstances, the Enquiry Officer was satisfied that the workman and his co-worker did not want to participate in the enquiry, so he decided to proceed with the enquiry ex-parte and the workman and his co-worker refused to sign the said part of the enquiry proceedings and the Enquiry Officer resumed the enquiry and the enquiry was held ex-parte on 28-09-1999 and the management representative produced some other documents and gave his statement and then the enquiry was closed and the Enquiry Officer submitted a detailed report to the competent authority holding the charges to have been proved against the workman, after analyzing the evidence on record of the enquiry in a rational and logical manner and the Disciplinary Authority after going through the enquiry report agreed with the findings of the Enquiry Officer and considering the seriousness of the misconduct, decided to terminate the services of the workman and the services of the workman were terminated vide order dated 30-11-1999.

The further case of the party No.1 is that the enquiry held against the workman was just, fair and proper and in accordance with the principles of natural justice and the injury slip given by the Mining Sirdar, which was the initial report regarding the injury sustained by the workman on 01-08-1998 shows that the injury sustained by the workman was a simple injury on his waist and he was not carried to the hospital and even first aid was not required and at the hospital also, he was treated as an outdoor patient and had his injury been serious, he would have been admitted as an indoor patient and would have given immediate treatment accordingly and in the Area Hospital and Civil Hospital

also, he was treated as an outdoor patient and his x-ray of waist also did not reveal any dislocation or fracture and he was given only medicines and the medical treatment papers filed by the workman show only complain of pain to different hospitals including Civil Hospital and he used the simple accident as a device for remaining absent and to make out a case for payment of wages for the entire period on account of the injury and the workman had reported and performed his duty both in underground and on surface in the mine from January, 1996 to 23-08-1996 for a period of eight months and if he was not fit and genuinely suffering from the injury, how could he perform his duty and the workman had made a written complaint to the Director General of Mines Safety, Collector, Chandrapur and several other authorities about the alleged injury and the consequential claims arising out of the same, but after enquiry and verification, none of them found any substance in the complaint and at the time of the transfer of the workman, he was taking treatment in the hospital of the company and his such treatment was not an impediment or a genuine ground for refusal to carry out the transfer order and when the workman received the transfer and release orders, he did not represent to the management that on account of his ongoing treatment for his injury, he was not in a position to report to the new place of his transfer and even, he did not make a request to keep his transfer order in abeyance in view of his health condition and subsequently also, when he was reminded of his not reporting at the new place of posting by the Sub-Area Manager, Rayatwari Sub-Area vide letter dated 06-02- 1997 and the workman did not respond at all and the workman was not genuinely in any difficulty in carrying out the transfer order and he tried to delay the same merely as a prestige issue and during the course of the enquiry itself, copies of the proceedings were supplied to the workman on the date of enquiry he had attended and as the workman had walked out of the enquiry, no useful purpose would have been served by supplying a copy of the enquiry report to him and otherwise also, their action cannot be held to be vitiated due to non-supply of the enquiry report, as neither it was pleaded nor proved that any prejudice was caused to his defence due to the same and the workman is not entitled to any relief.

4. In the rejoinder, the workman reiterated the facts mentioned in the statement of claim. It is further pleaded that the party no.1 has tried to mislead the Tribunal and the action of the party no. 1 against him was intentional and deliberate, with a view to victimize him and the reference is to be answered in his favour.

5. As this is a case of termination of the workman from services, after holding a departmental enquiry, the validity of the departmental enquiry was taken as a preliminary issue for consideration and by order dated 22-11-2012, the departmental enquiry conducted against the workman was held to be legal, proper and in accordance with the principles of natural justice.

6. Before delving in to the merit of the matter, I think it necessary to mention the charges levelled against the workman in the charge sheet dated 25-03-1999. The charges levelled against the workman under the different clauses of the standing order are as follows :-

26.3: Willful in-subordination or disobedience, whether alone or in conjunction with another and others of any lawful or reasonable order of a superiors.

26.24: Habitual Late attendance or habitual absence from duty without sufficient cause.

26.30: Absence from duty without sanctioned leave or sufficient cause or overstaying beyond ten days after sanctioned leave.

7. At the time of argument, it was submitted by the learned advocate for the workman that the enquiry officer was biased as he had taken documents in evidence during the enquiry, basing on which the charge sheet was not submitted against the workman and the findings of the enquiry officer are not based on the evidence on record and the enquiry officer failed to appreciate the evidence adduced in the enquiry in its proper perspective and though during the enquiry, the workman took the specific plea of his sustaining injury on 01-08-1995, while on duty in the second shift in the mine and about his undergoing treatment in the Area Hospital and produced documents in support of such treatment,but the same were not considered and from the materials on record, it can be held that management failed to prove the charges levelled against the workman and as such, the findings of the enquiry officer are perverse. It was further submitted by the learned advocate for the workman that it is clear from the evidence on record that as the workman was raising voice against corruption in WCL, he was victimized and a false charge sheet was submitted against him, even though, he was on I.O.D and the action of the management is illegal and against the principles of natural justice. The learned advocate for the workman also in the written notes of argument raised several other issues which relate to the fairness or other wise of the departmental enquiry, which have already been decided and as such, there is no need for considering such submissions again.

The learned advocate for the workman placed reliance on the decisions reported in 2010(1) Mh. L.J.-587 (Shriram Viswanath Despande Vs. Presiding Officer, CGIT, Jabalpur), (2008) 8 SCC-236 (State of Uttaranchal Vs. Kharak Singh), 2010 (126) FLR-994 (Indu Bhushan Dwivedi Vs. State of Jharkhand), 2000 LLR-999 (Mohd. Mia Vs. State of

West Bengal & others), AIR 1964 SC-506 (The State of Mysore Vs. K. Mache Gowda), 2000 III CLR-99 (Gajanan Vs. MSRTC) and AIR 1973 SC-2650 (Western India Match Co. Ltd. Vs. Workmen).

8. Per contra, it was submitted by the learned advocate for the party no.1 that it has already been held that the departmental enquiry conducted against the workman was fair and proper by order dated 23-11-2012 and the union in the statement of claim has not made any allegation or submission that there is any perversity in the enquiry report and therefore, it can be held that the findings of the enquiry officer are not perverse.

It was further submitted by the learned advocate for the party no.1 that there is only sweeping allegation regarding the perversity of findings in the rejoinder without any specific instances and therefore, such sweeping allegation cannot be accepted and the findings of the enquiry officer are based on the documents filed and evidence led in the enquiry and the enquiry officer has given a rational and objective report and he has not relied on any extraneous material and the report is also not contrary or opposed to the evidence and the report is also not such, which no reasonable person could have arrived at and as such, the findings of the enquiry officer cannot be said to be perverse. It was further submitted by the learned advocate for the management that the allegation of bias against the enquiry officer has not been substantiated and as such, such submission cannot be accepted and commission of serious misconducts has been proved against the workman in a properly conducted departmental enquiry and as such, the punishment imposed against the workman cannot be said to be disproportionate and moreover, the union/workman has not challenged the proportionality of the punishment and it has neither been pleaded nor proved that the punishment of termination of the services imposed against the workman was shockingly disproportionate to the charges and as such, there is no scope to interfere with the punishment.

The further submission made by the learned advocate for the party no.1 is that the non-supply of the report of the enquiry to the workman does not vitiate the disciplinary proceedings, as it is neither pleaded nor proved by the workman that any prejudice was caused to him due to non-supply of the enquiry report and there is no provision in the Company's Standing Order or any other rule to issue second show cause notice to the workman about the proposed punishment and there is no legal force behind such claim of the union and no employee in the grab of a trade union leader can afford to commit acts of misconduct and get immunity from disciplinary measures and the workman has not been punished for his legitimate trade union activities and as there is no perversity in the enquiry report and the punishment imposed is proportionate to the charges, the workman is not entitled to any relief.

In support of such contentions, the learned advocate for the party no. 1 placed reliance on the decisions reported in 2001 LAB I.C.-2367 (M/s. The Benaras Electric Light & Power Co. Ltd. Vs. The Labour Court-II, Lucknow), AIR 1970-SC-1334 (M/s. Perry and Co. Ltd. Vs. P.C. Pal), 1996 ,LAB IC-462 (SC) (B.C. Chaturverdi Vs. Union of India), 2003 LAB IC-757 (SC) (Regional Manager UPSRTC, Etawah Vs. Hotilal), 2005 LAB IC-4158 (SC) (V.Ramana Vs. APSRTC), 2005 LAB IC-854 (SC) (Bharat Forge Co. Ltd. Vs. Uttam Manohar Nakate), 1994 LAB IC-762 (SC) (Managing Director, ECIL, Hyderabad Vs. B. Karunakar) and 2001 LAB IC-2379 (SC) (Oriental Insurance Co. Ltd Vs. S. Balakrishnan).

9. Keeping in view the principles enunciated by the Hon'ble Apex Court and the Hon'ble High Courts in the decisions cited by the learned advocates for the parties, now, the present case in hand is to be considered.

10. It is settled beyond doubt by the Hon'ble Apex Court in a chain of decisions including the decisions cited by the learned advocate for the party no. 1 that interference with the finding of fact is permissible only when there is no material for the said conclusion or that on the materials, the conclusion cannot be that of a reasonable man and a finding recorded in a domestic enquiry cannot be characterized as perverse by the Labour Court unless it can be shown that such a finding is not supported by any evidence, or is entirely opposed to the whole body of evidence adduced. In a domestic enquiry once a conclusion is deducted from the evidence, it is not permissible to assail that conclusion even though it is possible for some other authority to arrive at a different conclusion on the same evidence.

It is also settled by the Hon'ble Courts that in a case where there is no defect in procedure in the course of domestic enquiry into the charges for misconduct against an employee, the Tribunal can interfere with an order of dismissal where the findings are perverse or there is no prima facie case and in such a case, the Tribunal does not sit as a court of appeal, weighing or re-appreciating the evidence for itself, but examines the finding of the enquiry officer on the evidence in the domestic enquiry as it is and where there is no failure of the principles of natural justice in the course of domestic enquiry, if the Tribunal finds that dismissal of an employee is by way of victimization or unfair labour practice, it will then have complete jurisdiction to interfere with the order of dismissal passed in the domestic enquiry. In that event, the fact that there is no violation of the principles of natural justice in the course of domestic enquiry will absolutely lose its importance or efficacy. Whether and under what facts and circumstances a

Tribunal will accept the plea of victimization against the employer will depend upon the judicial discretion.

11. On perusal of the materials on record, it is found that the main grievance of the workman is that he was victimized by the management of party no. 1 as he tried to raise and fight against corruption committed by the officers of WCL, as an union leader. However, after going through the evidence on record carefully, it is found that the allegation of victimization made by the workman is not to be correct. The materials do not show that the departmental enquiry initiated against the workman punishment imposed against him was due to victimization for his legitimate activity as a leader of the union. It is the admitted case of the parties that the workman did not attend duty after 01-08-1995 and that the workman was transferred to Durgapur Rayatwari Colliery vide office order dated 30-09-1996 and he was released from Nandgaon incline w.e.f. 01-10-1996, but he did not join at Durgapur Rayatwari colliery and for the absence of the workman from duty without any sanctioned leave and for not joining at Durgapur Rayatwari colliery as per the transfer order passed by the competent authority, the charge sheet was submitted against him and the enquiry was made against him. Hence, it cannot be said that there was any victimization of the workman.

12. The next submission made by the learned advocate for the workman is that the enquiry officer was biased. It was submitted that during the enquiry, the enquiry officer admitted a document i.e. a report regarding the previous attendance of the workman, though the charge sheet was not based on such document. It is to be mentioned that such a document was produced by the management during the enquiry in presence of the workman and copy of the same was given to the workman and the workman did not raise any objection to the admission of the said document. Moreover, it appears from record that the said document was filed to show the habitual absence of the workman from duty. Hence, it can be said that the enquiry officer was biased against the workman.

13. It was submitted by the learned advocate for the workman that copy of the enquiry report was not supplied to the workman before imposition of the punishment and therefore, the enquiry can be held to be bad.

In support of such contention, the learned advocate for the workman placed reliance on the decision reported in (2008) 8 SCC-236 (Supra).

In reply, it was contended by the learned advocate for the party no.1 that the workman has neither pleaded nor proved that due to non-supply of the enquiry report any prejudice was caused to him and applying the principles enunciated by the Constitutional Bench of the Hon'ble Apex Court reported in 1994 LAB IC-762 (Supra) to the present case in hand, it can be held that the disciplinary proceedings does not vitiate.

The Constitutional Bench of the Hon'ble Apex Court in the decision reported in 1994 LAB IC-762 (Supra) have held that:

> "Inquiry report-Non furnishing of copy of delinquent-Effect when the employee is dismissed or removed from service and the enquiry is set aside because the report is not furnished to him, in some cases the non-furnishing of the report may have prejudiced him gravely, while in other cases it have made no difference to the ultimate punishment awarded to him. Hence to direct reinstatement of the employee with back wages in all cases is to reduce the rules of justice to a mechanical ritual. The theory of reasonable opportunity and the principles of natural justice have been evolved to uphold the rule of law and to assist individual to vindicate his just right. They are neither incantations to be invoked nor rites to be performed on all sundry occasions. Whether in fact, prejudiced has been caused to the employee or not on account of the denial to him the report has to be considered on the facts and circumstances of each case. Where, therefore, even after the furnishing of the report, no difference would have followed, it would be perversion of justice to permit the employee to resume duty and to get all the consequential benefits. It amounts to rewarding the dishonest and the guilty and thus to straitening the concept of justice to illogical and exasperating limits. It amounts to an "unnatural expansion of natural justice" which itself is antithetical to justice."

As per judicial precedent, the judgment of a larger bench of the Hon'ble Apex Court is to be followed than the judgment of a smaller bench. Hence, judgment of the Constitution Bench of the Hon'ble Apex Court has to be preferred than to the judgment of the smaller bench of the Hon'ble Apex Court as cited by the learned advocate for the workman.

Applying the principles enunciated by Constitutional Bench of the Hon'ble Apex Court to the present case in hand, it is found that though the workman has mentioned about the non -supply of the enquiry report to him and the 2nd show cause notice in the statement of claim, there is no pleading that due to non-supply of the enquiry report, any prejudice was caused to him. Taking into consideration the facts and circumstances of the case, it is found that the supply of the enquiry report to the workman, no difference would have followed. Hence, I find no force in the submission made by the learned advocate for the workman.

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14. On perusal of the records, it is found that, there is no delay in conducting the departmental enquiry in this case as the charge sheet was submitted against the workman on 25-03-1999 and the enquiry was commenced on 19-04-1999. It is also found that the management representative was not examined as a witness, but he presented the case of the management by giving a statement. Hence, with respect, I am of the view that the decisions cited by the learned advocate for the workman in these aspects has no application to the case in hand.

15. So far the questions of perversity of the findings and quantum of punishment are concerned, on perusal of the record of the enquiry including that enquiry report submitted by the enquiry officer, it is found that the report of the enquiry officer is based on the evidence adduced in the enquiry and not on extraneous materials. The claim of the workman is that he was injured on 01-08-1995, while performing his duty in the Mine and sustained injuries on his waist and he was under medical treatment from 01-08-1995, till the date of submission of charge sheet and even beyond the date of his termination from services. However, the documents including the report of the Mining Sirdar and documents produced by the workman show that the workman sustained only minor injuries as he fell down due to slip of his feet. The outdoor ticket of the hospital dated 01-08-1995, where the workman was examined soon after the fall shows that there was sudden back pain following fall while on duty. The said document does not show the workman of sustaining any injury. The OPD ticket dated 12-08-1995 of the hospital of WCL, where the workman was treated also shows that though the workman was suffering from acute back pain, there was no sign, no def, no tenderness or injury. It is also found from record that the workman complained of suffering from backache and got him treated in different hospitals. The workman was never declared medically unfit to do his duty. The workman also did not apply for any leave including medical leave. He attended the departmental enquiry at the initial stages, but subsequently, abstained from attending the same. From the materials on record and as the report of the enquiry officer is based on the evidence of the record of the enquiry, it cannot be said that the findings of the enquiry officer are perverse.

Serious misconducts of willful disobedience of reasonable order of superior, habitual absence from duty and absence of duty without sanctioned leave or sufficient case have been proved against the workman in a properly conducted departmental enquiry. The punishment of termination of the services of the workman cannot be said to be shockingly disproportionate to the serious conducts proved against him. Hence, there is no scope to interfere with the punishment imposed against the workman.

16. As the facts and circumstances of the case in hand are quite different from the facts and circumstances of the cases referred in the decisions cited by the learned advocate for the workman, with respect, I am of the view that the cases have no clear application to the case in hand.

17. In view of the materials on record and the discussions made above, it is found that the workman is not entitled to any relief. Hence, it is ordered:—

ORDER

The action of the management in relation to Chandra pur Area of WCL in terminating the services of Shri Rammurat Birbal Yadav, Loader by order No. WCL/CHA/CGM/ADMN/12858 dated 30-11-1999 is legal and justfiied . The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 665 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (आईडी संख्या 80/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/1/2005-आई आर (सी एम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 665.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 80/2005) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Pench Area of WCL, and their workmen, which was received by the Central Government on 22-02-2013.

[No. L-22012/1/2005-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/80/2005 Date : 21-01-2013.

Party No. 1 :

The General Manager,
Pench Area of WCL
Distt. Chhindwara, M.P.

Versus

Party No. 2 :

The General Secretary,
SKMS (AITUC) CRO Camp,
Iklehra, Distt. Chhindwara, M.P.

AWARD

(Dated: 21st January, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman, Shri Guruprasad, for adjudication, as per letter No.L-22012/1/2005-IR (CM-II) dated 27-10-2005, with the following schedule:—

> "Whether the action of the management of Mathani Colliery of Western Coalfields Limited, Pench Area in terminating Sh. Guruprasad S/o Sh. Ghansu, from services is legal and justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman Shri Guruprasad S/o Shri Ghansu, ("the workman" in short) through his union, the SKMS (AITUC)("the union" in short) filed the statement of claim and the management of WCL Pench Area ("party no. 1" in short) filed their written statement.

3. The case of the workman is that, he was working as D.P.R. in Mathani colliery and as he fell ill, he was undergoing treatment and he filed an application on 21-12-1997, before the management regarding such illness and he also filed another application on 02-02-1998 intimating the management about his suffering for T.B. as diagnosed by the doctor of the company hospital and he was treated in the Central Hospital, Badkuhi and he was referred to the District T.B. Sanatorium, Chindwara and as he was not declared fit to resume his duties, he was not able to join his duties and inspite of such intimation, the management issued the charge sheet dated 29-03-1998 and the charges levelled against him were without any basis and the same was illegal and unconstitutional and when he had already intimated the management regarding his illness and treatment, there was no need of initiation of the departmental enquiry and he also did not receive the charge sheet and copy of the charge sheet was received by him along with the enquiry report and when the copy of the charge sheet was not given to him and he did not submit any explanation, there was no question to initiating the departmental proceeding and when though charges were levelled under the Standing Orders, the action was not taken in accordance with the said Standing Order by the management and the departmental enquiry conducted by the management was unconstitutional and not in accordance with law and in violation of the principles of natural justice and he did not remain absent deliberately. Prayer has been made by the union to set aside the departmental enquiry held against the workman and for his reinstatement in service with continuity and full back wages.

4. The party no. 1 in its written statement have pleaded inter-alia that the reference is vague as the reference doesn't have the number and the date of the termination order and for that the reference is void and not maintainable in the eyes of law. It is also pleaded by the party no. 1 that the workman was appointed as D.P.R. at Mathani mine w.e.f. 26-06-1996 and within 6 months of his employment, he started absenting from duty without obtaining any sanctioned leave or intimation to the management and during the entire year of 1997, he did not work for a single day and as the absence of the workman was without any sanctioned leave and intimation to the management, a charge sheet dated 29-03-1998 was issued against him and in the charge sheet, the charges were specifically mentioned and the workman received the charge sheet, but he did not submit his explanation to the said charge sheet and as such, the enquiry was constituted and Shri S. Nagachari was appointed as the enquiry officer to enquire into the charges, under intimation to the workman and the enquiry officer fixed the enquiry under his letter dated 23-06-1998 and informed the workman about the same and the enquiry officer fixed the three dates of the enquiry i.e. on 08-07-1998, 14-07-1998 & 21-07-1998 and it was clearly stipulated in the letter that if the workman would not attend the enquiry on the date fixed, the enquiry would be held ex-parte and the letter was received by the workman which was sent by registered post and the enquiry officer held the enquiry on the dates fixed, but the workman did not appear in the enquiry and he also did not send any intimation regarding the reasons of his inability to attend the enquiry and as such, the enquiry was held ex-parte on 21-07-1998 and on that date, witnesses of the management were examined and documents were produced and the enquiry officer submitted his report to the Disciplinary Authority and the enquiry officer analyzed the evidence in an objective manner and hold the workman guilty of the charges and the report of the enquiry officer was examined by the Disciplinary Authority in detail and after being satisfied that the ex-parte enquiry had been held in a fair and proper manner, the Disciplinary Officer passed the punishment of termination of the services of the workman after taking approval of the competent authority; and before termination of the services of the workman, a copy of the enquiry report was sent to him vide letter dated 01-09-1998 of the Sub Area Manager and he was asked to submit his comments and there was also indication of the proposed punishment of termination of services and the

letter was sent by registered post, but the workman did not submit any reply and therefore, considering his serious misconduct, he was terminated from services, vide letter no. 98/675 dated 16-09-1998 with immediate effect and the workman did not file any appeal against the punishment imposed against him and the enquiry was held against the workman in a fair and proper manner and the punishment of termination is proportionate to the charge and the workman had not sent any intimation to the management about his alleged sickness and he had also not obtained sanctioned leave for the same, as required under the rule and the document, Annexure 'I' filed by the workman was written by his father for the employment of the brother of the workman, in place of the workman and the mention of the sickness of the workman was incidental and neither any medical certificate nor any application for sick leave was attached with the said application and the document, Annexure '2', dated 02-02-1998 appears to be manipulated and moreover, no medical certificate was attached nor sick leave was applied for and as such, the absence of the workman from duty could not be automatically condoned and the document, Annexure '3' was regarding the sickness of the workman during the years 1999 & 2000 and the same doesn't relate to the period of unauthorized absence, during the entire year of 1997, for which he was charged and punished in September, 1998 and the charge sheet was in accordance with the provisions of the Certified Standing Order and the workman had not sent any prior information about his sickness and treatment and the story of non-receipt of the charge sheet by the workman is incorrect and the action against the workman was taken in accordance with the Certified Standing Order and as their action is fair and legal, the workman is not entitled for any relief.

5. During the course of argument, it was submitted by the union representative that the charge sheet was not received by the workman and as such, there was no question of submission of the explanation by the workman and there was no paper publication, according to the Certified Standing Order and the provisions of Section 28.1 of the Certified Standing Order were not followed and the workman was not given reasonable opportunity to defend himself and the entire enquiry is illegal.

6. As this is a case of termination of the services of the workman, after holding of a departmental enquiry, the validity or otherwise of the departmental enquiry was taken up for consideration as a preliminary issue and by order dated 17-08-2011, the departmental enquiry was held to be not legal and proper and not in accordance with the principles of natural justice.

7. It is to be mentioned here that in view of the prayer made by the party no.1 in the written statement to allow them to lead evidence to prove the charges against the workman before this Tribunal, in case of holding the departmental enquiry not to be fair and proper, the party no.1 was directed to adduce evidence to prove the charges against the workman, as per orders dated 17-08-2011.

It is further necessary to mention here that in spite of giving several opportunities, the party no.1 failed to adduce evidence to prove the charges against the workman.

8. As no evidence has been adduced by the party no.1 to prove the charges levelled against the workman, it can be held that the workman did not commit any misconduct and as such, the punishment imposed against him cannot be sustained. Therefore, the order of termination of the services of the workman, Guruprasad is required to be quashed and set aside and according the order of termination of the services of the workman in quashed and set aside.

9. Now, the question remains for consideration is as to what relief or reliefs the workman is entitled. In view of the failure of the party no. 1 to prove the charges levelled against the workman, the workman is entitled for reinstatement in service with continuity.

So far the back wages is concerned, it is settled by the Hon'ble Apex Court that to claim back wages, the workman has to plead and prove that he was not gainfully employed from the date of his termination. In this case, the workman has neither pleaded nor proved that he was not gainfully employed from the date of termination. Hence, the workman is not entitled to back wages. Therefore, it is ordered.

ORDER

The action of the management of Mathani Colliery of Western Coalfields Limited, Pench Area in terminating Sh. Guruprasad S/o. Sh. Ghansu from service is illegal and unjustified. The workman is entitled to reinstatement in service with continuity. He is not entitled to any back wages or any other relief.

The party no.1 is directed to implement the award within one month of the publication of the award in the official gazette.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 666.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स धर्मवीर पुत्र श्री रामदत्तमल, माईन आनर, लाईम स्टोन रामगंजमण्डी कोटा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय , कोटा के पंचाट (संदर्भ संख्या 5/2009)को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-2013 को प्राप्त हुआ था ।

[सं. एल-29011/11/2008-आई आर (एम)]
जोहन तोपनो, अवर सचिव

New Delhi, the 22nd February, 2013

S.O.666.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/2009) of the Industrial Tribunal/Labour Court Kota now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Dharamvir S/o Sh. Ramdattamal, Mine Owner, Lime Stone Ramganjmandi Kota and their workman, which was received by the Central Government on 5-2-2013.

[No. L-29011/11/2008-IR (M)]

JOHAN TOPNO, Under Secy.

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण(केन्द्रीय),कोटा

(राजस्थान)

पीठासीन अधिकारी--श्री प्रकाश चन्द्र पगारीया, आर.एच.जे.एस.

निर्देश प्रकरण क्रमांक : औ. न्या./केन्द्रीय/5/2009

दिनांक स्थापित : 7-1-09

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क्रमांक एल-29011/11/2008(आई आर-एम) दिनांक 26-8-08 निर्देश/विवाद अन्तर्गत धारा 10(1) (घ) औद्योगिक विवाद अधिनियम, 1947

मध्य

नन्दकिशोर पुत्र कंवरलाल द्वारा जनरल सेक्रेट्री, पत्थर खान कामगार यूनियन, बंगाली कोलोनी, कोटा

-प्रार्थी

श्रमिक/कर्मकार

एवं

धर्मवीर पुत्र श्री रामदत्तमल, माईन आनर, लाईम स्टोन रामगंजमण्डी, कोटा (राजस्थान) ।

-अप्रार्थी नियोजक

उपस्थित

प्रार्थी/श्रमिक की ओर से प्रतिनिधि:- श्री एन. के. तिवारी

अप्रार्थी/नियोजक की ओर से प्रतिनिधि:- एकपक्षीय कार्यवाही

अधिनिर्णय दिनांक: 18-12-2012

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासंगिक आदेश दि. 26-8-08 के द्वारा निम्न निर्देश/विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10 (1) (घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है :—

"Whether the action of the management of M/s Dharmvir S/o Shri Radattamal, Lime Stone Mine Owner in denying payment of wages for the period from 1-1-2003 to 30-10-2003, Bonus from the year 1987 to 30-10-2003 and payment of overtime wages to their workman Shri Nandkishore S/o Shri Kanwarlal is justified and legal ? What relief the workman is entitled ?"

2. निर्देश/विवाद, न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को नोटिस/सूचना जारी कर विधिवत अवगत करवाया गया ।

3. प्रार्थी की ओर से क्लेम स्टेटमेन्ट पेश किया गया जिसमें वर्णित किया गया कि प्रार्थी को अप्रार्थी प्रबन्धक धर्मवीर लाईम स्टोन, माईन आनर, रामगंजमण्डी द्वारा वर्ष 1987 से चालक के पद पर सेवा में नियोजित किया गया एवं 1-1-03 से 30-10-03 तक उसे 2700 रु. प्रतिमाह की दर से भुगतान किया जाना था, परन्तु उसे जन. 83 से अक्टू. 83 तक 10 माह का भुगतान नहीं किया गया जो प्रार्थी प्राप्त करने का अधिकारी है । इसी प्रकार ओवरटाईम की राशि व बोनस आदि नियुक्ति तिथि से सेवा समाप्ति तक प्राप्त करने का अधिकारी है । अत: प्रार्थी ने क्लेम स्टेटमेन्ट के माध्यम से उक्त राशि दिलाये जाने की मांग की ।

4. इससे अप्रार्थी को अवगत करवाया गया । आदेशिका दि. 1-6-10 के अनुसार उसके नोटिस पर यह रिपोर्ट आई कि धर्मवीर की मृत्यु हो चुकी है । इसके पश्चात आदेशिका दि. 12-11-10 को उसके विरूद्ध एकपक्षीय कार्यवाही का आदेश दिया गया, पत्रावली साक्ष्य एकतरफा में नियत की गयी परन्तु आज तक कोई एकतरफा साक्ष्य प्रार्थी द्वारा पेश नहीं की गयी ।

5. वैसे तो जब कर्मकार के यह नोटिस में आ चुका है कि नियोजक की मृत्यु हो चुकी है तो उसका यह दायित्व बनता है कि उसके विधिक प्रतिनिधि को अभिलेख पर लाता परन्तु उसके विधिक प्रतिनिधि को अभिलेख पर लाने बाबत कोई कार्यवाही प्रार्थी द्वारा नहीं की गयी । प्रार्थी कर्मकार द्वारा आज तक एकतरफा साक्ष्य में भी कोई साक्ष्य पेश नहीं की गयी, अत: अब साक्ष्य हेतु और कोई अवसर दिये जाने का औचित्य नहीं होने से प्रार्थी की साक्ष्य बन्द की जाती है ।

6. चूंकि प्रार्थी कर्मकार को अपने क्लेम स्टेटमेन्ट में वर्णित तथ्यों को साक्ष्य से साबित करना था परन्तु वह किसी प्रकार से साबित नहीं कर पाया, अत: वह अपने क्लेम स्टेटमेन्ट में वर्णित तथ्यों को साक्ष्य से साबित करने में विफल रहा है तथा अप्रार्थी नियोजक की मृत्यु हो जाने से उसके किसी विधिक प्रतिनिधि को भी अभिलेख पर लाने में विफल रहा है, अत: ऐसी परिस्थितियों में वह कोई अनुतोष प्राप्त करने का अधिकारी नहीं बनता है ।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा अपने प्रासांगिक आदेश क्र. एल-29011/11/2008-आईआर(एम) दिनांक 26-8-08 के जरिये सम्प्रेषित निर्देश/रेफ्रेन्स को इसी अनुरूप उत्तरित किया जाता है कि प्रार्थी श्रमिक नन्दकिशोर अपने क्लेम स्टेटमेन्ट में वर्णित तथ्यों को साक्ष्य से साबित करने में विफल रहने तथा अप्रार्थी नियोजक की मृत्यु हो जाने व उसके किसी विधिक प्रतिनिधि को भी अभिलेख पर लाने में विफल रहने से किसी प्रकार का कोई अनुतोष प्राप्त करने का अधिकारी नहीं है ।

प्रकाश चन्द्र पगारीया, न्यायाधीश

नई दिल्ली, 22 फरवरी, 2013

का.आ. 667.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 280/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-22012/223/2003-आई आर (सी एम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S.O. 667.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 280/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India and their workmen, received by the Central Government on 22-02-2013.

[No. L-22012/223/2003-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/280/2003

Date: 06-02-2013.

Party No. 1(a):

The District Manager,
Food Corporation of India,
Ajani, Nagpur,
Nagpur - 440015.

Party No. 1(b):

The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha Road,
Churchgatye,
Mumbai - 400020.

Versus

Party No. 2

The Secretary,
Rashtriya Mazdoor Sena,
Hind Nagar Ward No.2, Near Boudha Vihar,
Post: Wardha,
Distt. Wardha (M.S.)

AWARD

(Dated: 6th February, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Food Corporation of India and their workman, Shri Kishor Ganpat Neware, for adjudication, as per letter No.L-22012/223/2003-IR(CM-II) dated 08-12-2003, with the following schedule :—

"Whether the action of the management of Food Corporation of India, Nagpur (M.S.) in terminating the services of Shri Kishor Ganpat Neware, Security Guard w.e.f 14-03-1999 is legal and justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Kishor Ganpat Neware ("the workman" in short), filed the statement of claim and the management of Food Corporation of India ("Party No.1" in short) filed its written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of Party No. 1 from 13-12-1993 and he was initially engaged through a contractor at Wardha Depot of Party No. 1, as a Security Guard and he was in continuous service without any interruption till 14th March, 1999, when his services were terminated orally by Party No.1, without following the due procedure of law and he had completed more than 240 days of work in each year and the termination of his services on 14-03-1999 was not in good faith, but in colourable exercise of the rights and powers by the Party No.1 and while terminating his services, neither one month's notice nor one month's wages in lieu of notice nor retrenchment compensation was given to him as required under section 25- F of the Act and after his illegal termination, fresh hands from the department of home guard and police were engaged by Party No. 1 to extract the duties of Security guards, in violation of the provision of section 25-H of the Act and the work which he was performing is constantly in existence and the same is of a perennial nature and as his termination is illegal and unlawful, he is entitled for reinstatement in service with continuity and full back wages.

The further case of the workman is that in 1993, he was engaged by the Party No. 1 through the contractor for a period of two years, but the contract was made only on papers and after every two years, the Party No.1 changed the contractor on papers only and the engagement of the so-called contractor did not replace the Security Guards and he was also not disturbed from his services and he was merely shown to be engaged by the contractors, but actually he was working under the direct control and

supervision of the Party No. 1 and the contractor had no role to play in the same and the work performed by him was being assigned to him by Party No. 1 and he was a regular employee of Party No.1 and Party No. 1was his real employer and not the contractor as alleged and the engagement and change of contractors by Party No.1 from time to time was sham and only a camouflage to deny his legitimate claim and the contract between Party No.1 and the contractor was bogus and not genuine and therefore, his oral termination from services was against the mandatory provisions of the Act and the Central Government decided to abolish the appointment of contract labour as contemplated under section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and issued notification on 01-11-1990 with directions to abolish the contract labour system in the establishment of the Party No.1 and to give employment to contract labours engaged by the management and therefore, it was the mandatory duty of the Party No. 1 to abolish the contract labour system in all places and management of FCI implemented the notification only at Nagpur and Manmad and absorbed the Security Guards working at Nagpur and Manmad, but at Akola, Amravati, Wardha and Gondia districts, the contract labour system was continued by the management, with an intention to deprive him from the benefits under the labour laws.

It is further pleaded by the workman that his salary was paid by the Party No.1 and not by the contractor and his daily attendance was also marked by the Asstt. Manager of FCI, Wardha Depot and the Party No. 1 was supervising his work through their officers and he had no relation with the so called contractors engaged by the Party No. 1 and Party No. 1 also supplied the articles, such as, torch, lathi, whistle and uniform etc. to him and in view of the long spell of work being carried out by him, he is entitled to be reinstated in service with continuity and full back wages.

3. The Party No. 1 in their written statement have pleaded inter alia that the workman was never in their employment and the workman has not impleded the contractor, who appointed him, as a Party and the workman was engaged by the contractor as a Security Guard at FCI Depot and the said contractor is a necessary party and in absence of the contractor, the proceeding cannot proceed and the workman was not in their service uninterruptedly till 14th March, 1999 and since the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of contract given to the contractor for providing Security services was up to 1998 and the same was extended as per the terms and conditions till March, 1999 and as the workman was not employed by them, there was no question of following the procedure of termination by them and they were not the employer of the workman and the services of the workman were never utilized by them as employer from 13-12-1993 to 14-03-1999, without any break in service and the workman did not complete 240 days of work in a year as alleged and as the workman was engaged by the Security Contractor, there was no relationship of master and servant between them and the workman at any point of time and under section 10 of the Contract Labour (Regularisation and Abolition) Act, they were exempted by the Central Government, so the allegations made by the workman against them are not true and there was no question of violation of the provisions. of 25 (H) of the Act and the work does not constantly exist and the work of providing security guards was given to other Government Agencies like Police Personnel and Home guards and therefore, the workman has no right to claim any relief from them and the work of security is not perennial in nature and as and when their go-downs are filled with food grains, then only, services of the security guards are required and in pursuance of the notification issued by the Central Government abolishing contract labour system, they appointed Home guards and Police personnel as security guards.

The further case of party no. 1 is that for the reliefs as claimed, the workman had filed a writ petition before the Hon'ble High Court, Nagpur Bench bearing W.P. No. 1389/99 and the Hon'ble High Court rejected the said WP and denied the reliefs prayed for and therefore, this Tribunal has no jurisdiction to decide the reference and the decision of the Hon'ble Court operates as res-judicata and they floated tenders for the contract and lowest bidder was awarded the contract and the change of contractor in every two years was not on papers only and they had no say in the appointment of security guards by the security contractor and they had no control over the appointment and service conditions of the workman, who was an employee of the security agency and he was never their employee and the security contractor was the employer of the workman.

The further case of party no. 1 is that the appropriate government decided to abolish the employment of the contract labour as contemplated under section 10 of the Contract Labour (Regularisation and Abolition) Act, 1970 and the interpretation of the notification issued on 01-11-1990 put by the workman is not correct and they were exempted from the operation of the Act of 1970 in the year 1989 and the said exemption was withdrawn in the year 1999 and therefore, the security contact given to the contractor was terminated and hence, the services of the workman were terminated by the security contractor and they did not pay the salary to the workman and it was the contractor, who was paying the same to the workman and when the contractor failed to pay the salary to the workman, they paid the amount as per the directions given by the ALC from time to time and the said amount was recovered from the contract's bill and they only used to check the attendance of the security guards to find out as to whether the contractor had made arrangement of the

requisite number of security guards, as per their requirement and they did not have the power to terminate any employee appointed by the contractor and they did not provide any article, such as torch, Lathi, whistle and uniform etc. to the workman and as such, the workman is not entitled to any relief.

4. It appears from record that in support of his case, though the workman filed his evidence on affidavit, he did not appear for his cross-examination. As the evidence of the workman has not been tested by way of cross-examination, the same cannot be considered.

5. Shri Suresh N. Bokade, the witness examined on behalf of the party no.1 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. In his cross-examination, this witness has stated that he has no knowledge if FCI had obtained any license from the competent authority for engagement of contract labours in FCI. The witness has admitted that the workman was working from 1993 in FCI and he was engaged for watch and ward of go-downs and the workman and 12 other workmen were keeping watch on the incoming and outgoing vehicles to and from FCI go-downs and the contractor engaged by FCI to supply contract labourers had the required license for the same, but copy of such license was not filed and the process of engagement of contractors was done by the Regional Office of FCI and he has no personal knowledge about the details of the process of engagement of contractors and during the general election to the Parliament, FCI had submitted the names of the workman and 12 others in the list of employees submitted to the collector. This witness has denied the suggestions that the workman and 12 others were appointed by the FCI for watch and ward of the go-downs of FCI at Wardha in 1993 that the FCI was maintaining the attendance register of the workmen. The witness has further stated that payment of wages to the workman was being done through the contractor as per the minimum wages fixed by the Government and FCI was not making any deduction from the said wages towards PF and ESI and FCI was not maintaining any duty register or salary register for the workman and the concerned Asstt. Manager and Assistants were verifying the supply of labourers by the Contractor and the contractor was submitting monthly bills for supply of labours and the workman was on duty from 1993 to 1999 in FCI.

6. At the time of argument, it was submitted by the learned advocate for the workman that the workman was engaged by the management of FCI on 13-12-1993 at Wardha depot as a security guard and he worked continuously without any interruption till 14th March, 1999 and his services were terminated orally by the party no. 1, without following the due procedure of law and the workman had completed more than 240 days of work in each year and before termination of the services of the workman, neither one month's notice nor one month's wage in lieu of notice nor retrenchment compensation was given to the workman, as required under section 25- F of the Act and after termination of the services of the workman, fresh hands were engaged by party no. 1 to extract the duties of security guard, in violation of the provision of section 25- H of the Act and the work of security guard is perennial in nature, hence the termination of the workman is void and illegal.

It was further submitted by the learned advocate for the workman that the party no. 1 had shown the workman as contract labour, but the so called contract was made only on papers and the workman was actually working under the direct control and supervision of the party no. 1 and he was never a contract labour and such action of the party no.1 was sham and only a camouflage to deny the legitimate claim of the workman and the so called contract between the management and the contractor was bogus and not genuine and the Central Government by notification dated 01-11-1990 abolished the employment of contract labour and directed to give employment to contract labours engaged by the management and therefore, the management of FCI was bound to abolish the contract labour system and to give employment to the workman.

It was also submitted by the learned advocate for the workman that party no.1 has admitted the claims made by the workman and has not been able to prove their claim that the workman was a contract labour, by producing cogent evidence in support of the same and as such, the workman is entitled for reinstatement in service with continuity and full back wages.

7. Per contra, it was submitted by the learned advocate for the party no.1 that the workman was never appointed by party no.1 and he has engaged by the contractor as a security guard and as such, the concerned contractor is a necessary party and inspite of raising such objection in the written statement, the workman did not implead the contractor as a party and for that the reference is not maintainable. It was further submitted by the learned advocate for the party no. 1 that the workman was engaged by the contractor and as the contract of the contractor came to an end in March, 1999, the services of the workman were terminated by the contractor and as such, there was no question of party no.1 complying with the due procedure of termination and there was no relationship of master and servant between the party no.1 and the workman and the party no.1 was exempted by the Central Government from the ban imposed for engagement of contract labourers, so contract was given to the security contractor, as per rules, for supply of security guards and due to the notification of the Government for abolition of contract labour system, Home guards and Police personnel were appointed as security guards and party no. 1 has no control over the workman and the security contractor was submitting bills

for payment for supply of security guards and the security contractor was paying the wages to the workman. It was further submitted by the learned advocate for the party no.1 that the workman and some others had approached the Hon'ble High Court, Nagpur Bench in W.P. 1389 of 1999 for the reliefs sought in this reference and the Hon 'ble High Court while depositing of the said petition have held that the termination .of the workman by the contractor was a valid one and the action of FCI was legal and as such, the workman cannot agitate the question again and the decision of the Hon'ble High Court operates as res-judicata between the parties and the workman is not entitled to any relief.

8. First of all, I will take up the submission made by the learned advocate for the party no. 1 that the present reference is hit by the principles of res-judicata, due to the decision of the Hon'ble High Court, Nagpur Bench in W.P. 1389/99.

It is not disputed that the workman alongwith 78 others through the union, "Rashtriya Mazdoor Sena Saptahit Jaibhim" filed Writ Petition no. 1389/99 before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for their regularisation and the Hon 'ble High Court did not grant such relief. On perusal of the order passed by the Hon'ble High Court on 29-07-2002 in the said writ petition, it is found that the workman and others claimed regularisation on the ground that they were employed by the contractor for doing regular work of the Food Corporation of India and in view of the same, they have became workmen of Food Corporation of India, since the work on which they were employed is of perennial nature. However, it is found from the judgment that the Hon'ble High Court did not consider the main relief and passed the following order :

> "In view of the judgment of the Constitution Bench in Steel Authority of India Ltd. and others Vs. National Union Water Front Workers and others [reported in 2001 (7) SCC1], the relief sought by the petitioners cannot be granted since the petition involves disputed question of facts as also other facts which are required to be adjudicated by appropriate authority. Accordingly, the main prayer to absorb them cannot be granted. .
>
> In view of the rejection of the main prayer, the question of granting other prayer does not arise. In case, the petitioners approach the appropriate authority, the appropriate authority shall take decision in the matter within a period of one year. The applicants are free to approach the appropriate authority for redressal of their grievances."

So, it is clear from the orders passed by the Hon'ble High Court as mentioned above that the Hon'ble High Court did not consider the claim made by the workman and others on merit and granted them the liberty to approach the appropriate authority for redress. Hence, the reference cannot be said to be hit by the principles of res-judicata. So, there is no force in the contention raised by the learned advocate for the party no. 1.

9. In this reference, it is never the case of the workman that he was directly appointed or engaged by the party no. 1 as a security guard. In the very beginning of the statement of claim, it has been mentioned by the workman that he was initially engaged at Food Corporation of India Depot, Wardha as a security guard, through a contractor. In paragraph 4 of the statement of claim, the workman has mentioned that, "In the year 1993, the workman was engaged by the Food Corporation of India through contractor, for the period of 2 years, but the contract was made on paper." The case of the workman is that after every two years, the party no. 1 on papers showed the change of contractors, but he was not disturbed from services and he worked continuously without any break till 14-03-1999 and as he worked as a security guard of perennial nature, he is entitled for reinstatement in service. The workman has also claimed that as the Central Government issued notification on 01-11-1990 to abolish the contract labour system in FCI and directed to give employment to contract labours engaged by the management and party no. 1 implemented such direction at Nagpur and Manmad only and gave employment and regularized and absorbed the services of the Security Guards working at Nagpur and Manmad and did not implement the same at Wardha and other places to deprive him from the benefits under the Labour Laws.

From the evidence on record and the own admission of the workman in the statement of claim that he was engaged by the contractor and the contractor left him to FCI, it is clear that the workman was engaged by the contractor. The workman has not produced any evidence to show that he was directly engaged by the Party No. 1.

10. At this juncture, I think it apropos to mention about the principles enunciated by the Hon 'ble Apex Court regarding contract labours, in the two decisions reported in 1985-II LLJ-4 (S.C.) (The workman of the Food Corporation of India Vs M/ s Food Corporation of India) and 2001 LAB IC 3656 (S.C.) (Steel Authority of India Ltd. and others Vs. National Union Water Front Workers and others).

In the decision reported in 1985-II LLOJ -4 (supra) the Hon'ble Apex Court have held that :—

> "Briefly stated, when corporation engaged a contractor for handling foodgrain at Siliguri Depot, the corporation had nothing to do with the manner of handling work done by the contractor, the labour force employed by him, payments made by him etc.

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In such a fact situation, there was no privity of contract of employer and workmen between the corporation and the workmen. "Workmen" has been defined (omitting the words not necessary) in the Industrial Disputes Act to mean (any person including an apprentice) employed in any industry to do .....". 'The expression' employed has at least two known connotations, but as used in the definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and employee or master and servant unless a person is thus employed there can be no question of his being a "workman" within the definition of the term as contained in the Act.

Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra (1957 - I - LLJ - 477). Now where a contractor employs a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person. Therefore, when the workmen employed by the contractor were certainly not the workmen of the corporation and no claim to that effect has been made by the union."

11. In the decision reported in 2001 LAB IC - 3656 (supra) the Hon 'ble Apex Court have held that :—

"The principle that a beneficial legislation needs to be constructed liberally in favour of the class for whose benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the legislature. The intendment of the CLRA Act is to regulate the conditions of service of the contract labour and to authorize in Section 10 (1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant factors. But, the presence of some or all those factors, provide no ground for absorption of contract labour on issuing notification under Section 10 (1) by the appropriate Government, is not alluded to either in Section 10 or at any other place in the Act and the consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act, it is not for the High Courts or the Supreme Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel be it absorption of contract labour in the establishment of principal employer or a lesser or a harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such clearly impermissible.

Thus on issuance of prohibition notification under S. 10 (1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. If the contract is found to be genuine and the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour. If otherwise found suitable, and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Air India's case 1997 AIR SCW 430 Overruled prospectively. M.A.T. Nos. 1704 and 1705 of 1999, D/ - 12-8-1999 (Cal): C.O. No. 6545(W) of 1996, D/ -9-5-1997(Cal): W.A. Nos. 345-354 of 1997, D/ -17-4-1998 (Kant): W.P. No. 4050 of 1999, D/ - 2-8-2000 (Bom) and W.P. No. 2616 of 1999, D/ - 23-12-1999 (Bom), 1998 Lab IC 2571 (Cal), Reversed.

It cannot be said that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, the relationship of master and servant is created between the principal employer and the contract labour. Even

a combined reading of the definition of the terms "Contract labour", "Establishment" and "Workman" does not show that the legal relationship between the person employed in any industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "Workman": is defined in wide terms. It is a generic term of which contract labour is a species. It is true that combined reading of the terms "Establishment" and "Workman" shows that a workman engaged in any establishment would have direct relationship with the principal employer as a servant of master. But what is true of a workman could not be correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour nor can such relationship be implied from the provisions of the action issuing notification under Section 10(1) of the CLRA Act. A fortiori much less can such a relationship be found to exist from the rules and the forms made thereunder."

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

12. In this case, the letter No. U-23013/11/89/LW dated 28-05-92, Govt. of India, Ministry of Labour shows that the prohibition of employment of contract labour in sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishments of Food Corporation of India and some other departments was lifted by the Central Government. So, the engagement of contract labour by the Party No. 1 cannot be said to be illegal. It is also found from the materials on record that the appointment of labour contractor by Party No. 1 for supply of Security Guards was genuine and the same was not only on papers as claimed by the workman. The workman has failed to prove such claim by adducing cogent or reliable evidence. The engagement of labour contractor by Party No.1 was not a mere ruse or camouflage to evade compliance of the various beneficial legislations, so as to deprive the workman of the benefits there under. The workman has not been able to produce any document to show that at any point of time, Party No. 1 paid his wages as their employee. It is clear from the evidence that Party No.1 paid wages of the last three months to the workman in presence of the Labour Commissioner, as the contractor did not pay the same. As it is clear from the evidence on record that the workman was engaged as a contract labour with Party No.1, by the contractor and as such, it can be held that there was no relationship of master and servant between the Party No.1 and the workman. Hence, there was no question of termination of the services by the Party No.1 or compliance of the provisions of Sections 25-F or 25-H of the Act.

13. It is the own case of the workman that he was engaged by the contractor. So the contractor, who had engaged the workman is a necessary party in the reference. The said contractor has not been added as a party in this reference. Due to non-joinder of necessary party, the reference is bad in law.

In view of the materials on record and the discussions made above, the reference cannot be answered in favour of the workman. Hence, it is ordered :—

ORDER

The reference is answered in the negative. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 668 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. एस. बी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 147/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2013 को प्राप्त हुआ था ।

[सं. एल-42012/65/2002-आई आर (सी एम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 22nd February, 2013

S. O. 668.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 147/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of National Silk Board, Government of India, National Sericulture Project, Central Silk Board and their workmen, which was received by the Central Government on 22-02-2013.

[No. L-42012/65/2002-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT /NGP /147/2002 Date: 04-02-2013

Party No. 1 :

The Deputy Director,
National Sericulture Project,
Central Silk Board,
P-2, Basic Seed Farm,
Shirala, Tah. Patur,
Distt. AKOLA (MS).

Versus

Party No. 2

Shri Devanand Sahadevo Palaspagar
R/o. Choti Umri,
Distt. Akola, (MS).

AWARD
(Dated: 4th February, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of National Sericulture Project, Central Silk Board and their workman Shri Devanand Sahadevo Palaspagar, for adjudication, as per letter No.L-42012/65/ 2002-IR (C-II) dated 09-08-2002, with the following schedule:-

> "Whether the action of the Deputy Director, National Sericulture Project, Central Silk Board, Government of India, Basic Seed Farm Shirala, Taluka-Patur, Distt.-Akola (M.S.) in terminating the employment of Shri Devanand Sahadevo Palaspagar w.e.f. 30-11-1996 is legal and justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Devanand Sahadevo Palaspagar ("the workman" in short) filed his statement of claim and the management of the National Sericulture Project, Central Silk Board ("Party No.1" in short) filed their written statement.

The case of the workman as depicted from the statement of claim is that "National Sericulture Project" was started by the Central Silk Board, a unit of Government of India, at different places all over India including in Akola district and the said project was implemented by the Director, National Silk Worm Seed Project, Central Silk Board having office at Bangalore and the in-charge of the said project in Akola district and other places in Maharashtra was the Deputy Director having his office at P-2, Basic Seed Farm, Shirla, Akola and there were seven technical centers (T.S.C.) at Washim, Akola, Mehekar, Khamgaon, Risod, Motala and Buldhana, which were under the control of the Deputy Director and he was initially appointed as a casual labour by party no. 1 w.e.f. 01-10-1991, at T.S.C., Akola, from the list of candidates received from the concerned employment exchange and T.S.C., Akola was closed by party no. 1 in 1993 and the party no.1 handed over all the T.S.C. to the State Government of Maharashtra and the office of the Deputy Director issued the order of retrenchment of his services on 30-11-1996 and terminated his services w.e.f. 30-11-1996 on the ground of closure of the T.S.C. and N.S.P at Akola and three days after the order of retrenchment, the party no. 1 issued another order dated 03-12-1996 and offered fresh engagement of a casual labour at Basic Seed Farm, Shirla, but when he reported for duty on the basis of the order dated 03-12-1996, he was not allowed by party no. 1 to resume duty, so he served a notice on party no. 1 on 08-02-1997 asking to allow him to resume duty, but the party no. 1 did not give any reply. It is further pleaded by the workman that in the circular dated 15-10-1992 of the Director, N.S.W.S.P, Bangalore, direction was issued to convert the casual labourers, who had completed five years of service as on 01-09-1992 to time scale labourers and also to convert all other casual labourers to time scale, on their completion of five years of continuous service and by circular dated 12-12-1996, it was decided to convert the casual labourers to time scale labourer, who had been engaged prior to 07-08-1992 and had completed two years of continuous service and the Deputy Director, N.S.P., Shirla vide his letter dated 13-10-1996 had sent the details of his services along with other casual labourers and according to the said information, he had completed more than five years of continuous service on 30-11-1996 and the date of his conversion as time scale labour was shown as 30-09-1996 and he has acquired the status of Time Scale Labourer and as such, he was not liable to be terminated and services of the casual labourers, Shri Abhay Tirpude and seven Women Field Assistants were not terminated and they were accommodated and transferred to other places and therefore, he was also entitled to be accommodated and even though the TSC were over to Maharashtra State Government, there was no need or propriety for party no. 1 to terminate his services and the work of labourers was and is available with party no. 1 at P-2 Basic Seed Farm, Shirla and also Gandhingala and party no. 1 is taking the work of labourers at Shirla by appointing contract labourers and hence, his retrenchment on account of closure of unit is on false ground and is illegal.

It is also pleaded by the workman that the establishment of party no. 1 is an industrial establishment as defined under section 25- L of the Act, hence provisions of chapter V - B of the Act are applicable to the establishment of the party no. 1 and his retrenchment is in contravention of the mandatory provision of sections, 25-N, Section 25-F and 25-FF of the Act and the party no.1 did not follow the procedure of section 25- G of the Act and as such, his retrenchment dated 30-11-1996 was illegal and unfair labour practice and he had completed more than 240 days of work in every year during his tenure and the termination of his services was illegal and he is entitled for reinstatement in service with continuity and full back wages.

3. The party no. 1 in the written statement have pleaded inter-alia that seven Technical service centers were

established in different places in Maharashtra State with the financial assistance of World Bank and for the said centers, required number of casual labourers were engaged purely on temporary on daily wages basis, for the casual nature of work for the project period and the nature of work of the centre was to provide technical service to the farmers, who were practicing sericulture and the work of the centers was seasonal and intermittent in nature and the workman was engaged as a casual labourer at TSC, Akola on 01-10-1991 through local employment exchange and he worked intermittently and he did not work continuously and he was paid wages as fixed by the State Government and as per the terms and conditions of National Sericulture Project, the TSC establishment in pilot states were closed on 30-11-1996 and handed over to the State Government and the only P -2 Basic Seed Farm, which was functioning at Shirla during project period was subsequently closed and handed over to the State Government and while handing over the Technical Service Centers, the concerned State Government Sericulture Departments were requested to utilize the labourers engaged in the centers, but they did not agree for the same and there was no requirement of labourers in any of Central Silk Board units functioning in Maharashtra and thus, the services of the labourers were terminated by offering admissible notice period wages and retrenchment compensation, as per the provisions of Section 25- F of the Act and the workman and other labourers refused to receive the same and later, individual demand drafts were obtained in the name of the workman and other labourers and were sent to their residential addresses by registered post, but they refused to receive the same.

It is further pleaded by the party no. 1 that order dated 03-12-1996, was issued with the intention to rehabilitate the retrenched labourers by engaging them for short duration at Basic Seed Farm, Sirla, but due to scaling down of farm activities and reduction of work load in the farm, the retrenched labourers could not be accommodated and that cannot be construed that work was available at P-2 Basic Seed Farm, Shirla and after closure of TSC, Motala, no casual labour was accommodated at anywhere and the women field assistants were appointed on regular basis as per recruitment rules of Central Silk Board and they were posted to work at TSC, Akola and other places in Maharashtra State and the workman cannot be equated with the regular staff and it is not an industrial establishment as defined under Section 25(L) of the Act and provision of Section chapter V-B, 25(L) and 25(N) of the Act are not applicable to it and the workman is not entitled to any relief.

4. The workman has examined himself as a witness to prove the case. In his examination-in-chief, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim. However, in his cross-examination, the workman has admitted that he was engaged as a casual labour inthe year 1991 and on 30-11-1996, the National Sericulture Project was closed and the said project was handed over to State Government and in all seven persons were engaged in the project and all the seven persons including himself were retrenched by the State Government on 30-11-1996 and in the letter dated 30-11-1996 informed them about their retrenchment.

5. One S. Penchalaiah, a Superintendent of National Silkworm Seed Organisation Centre, Silk Board, Bangalore has been examined as a witness on behalf of the party no.l. In his examination-in-chief, which is on affidavit, this witness has also reiterated the facts mentioned in the written statement. In his cross-examination, party no.l has stated that he had or have not worked at Basic Seed Farm, Shiirla and he has no personal knowledge about the period for which the workman worked at Basic Seed Farm, Shirla and the workman worked continuously for five years and he was entitled for regularisation.

6. It is necessary to mention here that the party no. 1 filed their written notes of argument on 21-09-2012. However, inspite of giving several opportunities, no argument either in writing or oral was advanced from the side of the workman and as such, the case was closed and was posted for award as per orders dated 15-01-2013.

7. It is clear from the pleadings of the parties and the evidence on record including the oral evidence of the witnesses examined by the parties that the workman was engaged as a casual worker on 01-10-1991 and worked till 30-11-1996 without any break. However, the documents filed by the management, Exts. M-I to M-VII show that due to closure of the Technical service centres including the service centres at Akola, where the workman was working and handing over of the centres to the State Government of Maharashtra on 30-11-1996, the services of the workman and all other casual labourers were terminated and before termination of their services, one month's wages in lieu of notice and retrenchment compensation was offered to the workman and other labourers, but they refused to receive the same. Fact regarding entitlement to receive such wages and compensation has been mentioned in the notice itself. It is also found that the wages and retrenchment compensation was also sent in shape of Bank Draft by R P with AD to the workman, but the workman did not receive the same. There is no evidence that any casual labour was accommodated by party no. 1 at any other place and there was any discrimination in respect of the workman. There is also no evidence that provision of Chapter V-B and provisions of Sections 25-L and 25-N are applicable to party no. 1. As the mandatory provisions of the section 25-F of the Act were complied with by party no. 1, before termination of the services of the workman, it cannot be said that the termination of the services of the workman is illegal or invalid. Hence, it is ordered :—

ORDER

The action of the Deputy Director, National Sericulture Project, Central Silk Board, Government of India, Basic Seed Farm Shirala, Taluka-Patur, Distt.-Alola (M.S.) in terminating the employment of Shri Devanand Sahadevo Palaspagar w.e.f. 30-11-1996 is legal and justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 फरवरी, 2013

का.आ. 669.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बिहार टेलीकाम सर्किल, पटना के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 2, धनबाद के पंचाट (संदर्भ संख्या 211/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-02-2013 को प्राप्त हुआ था।

[सं. एल-40012/124/2001-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 22nd February, 2013

S.O. 669. —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 211/2001) of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the Bihar Telecom Circle, Patna and their workman, which was received by the Central Government on 18-02-2013.

[No. L-40012/124/2001-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT : Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 211 of 2001

PARTIES : Employers in relation to the management of Bihar Telecom Circle, Patna and their workmen.

APPEARANCES :

On behalf of the Workman : Mr. R. R. Ram, Ld. Adv.

On behalf of the Management : Mr. Shushil Pd. Ld. Adv.

State : Bihar

Industry : Telecom

Dhanbad, the 23rd January, 2013

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-40012/124/2001-IR (DU), dated 09-07-2001.

SCHEDULE

"Whether the action of the management of Chief General Manager, Bihar Telecome Circle, Patna in not re-engaging the workman Sri Dinesh Prasad as a Daily Rated Mazdoor, who was out of the employment w.e.f. 04-02-92 to 26-11-94 is justified ? If not, to what relief the workman is entitled for ?"

2. Put up today for an order over the petition dt. 5-3-2012 filed on behalf of the management, Bihar Telecom Circle/BSNL, Patna/O.P. for dismissal, and its rejoinder filed on behalf of the workman petitioner on 19-06-2012.

Mr. Shushil Prasad, the Ld. Advocate for the O.P. Management in view of the contents of the petition with its Annexure — the xerox copy of the order dt. 10-7-1997 passed by Central Administrative Tribunal (CAT), Patna Bench, Patna in O.A. No. 302 of 1996 has to submit that the present Reference has been filed by the petitioner for grant of temporary status in service with other relief for which the Hon'ble CAT, Patna as per the aforesaid order has already dismissed his previous case, observing that the petitioner is not entitled to any relief ; as such the present case is unsustainable on the point of Res Judicata. In response, the contention of Mr. R. R. Ram, the Ld. Advocate for the petitioner is that the present Reference relates to "Whether the action of the management of Chief General Manager, Telecom Bihar Circle, Patna in not re-engaging the workman Shri Dinesh Prasad as a Daily Rated Mazdoor, who was out of employment w.e.f. 04-02-1992 to26-11-1994 is justified? If not, what relief the workman is entitled for?", is different from the case of the petitioner for his reinstatement in his post and giving him temporary status, for regularising of his service with consequential benefits, which was denied by the Hon'ble CAT, at Patna ; and thus it is not hit by the Principle of Res Judicata as in applicable to the present Reference. Further it is contended by the aforesaid Ld. Counsel for the petitioner it relates to re-engagement of the workman as contrasted with his reinstatement in his service as sought by him in his previous case before the Hon'ble CAT. So it is different. On reply, Mr. Shushil Prasad, the Ld. Advocate for the Opp-Management relying upon the authority. 2012(4) JLJR 146 (DB), Union of India & Ors. Vs. Anju Kumari, has to submit that the words 'reinstatement' and re-engagement' have similar meaning, so the present case is barred by the Principle of Constructive Res Judicata ; and that it is settled principle of Law that a person when coming before a Court of Law has every right to seek relief in all respect for which

he is entitled but he can not seek relief in the subsequent case for which he did not seek relief in earlier suit, and that as such it has been held by the Hon'ble High Court, Ranchi, Jharkhand.

On persual of the case record and the original copy of the order of the Hon'ble CAT, Patna, I find that the existence of both the parties for the cause of reinstatement or re-engagement of the petitioner as sought before the Hon'ble CAT, Patna Bench in his previous case O.A. No. 302/1996 as in the present Reference for re-engagement before the Tribunal in similitude appears to be beyond controversy, as the very term re-engagement of the workman in the present Reference directly or indirectly relates to his reinstatement as Daily Rated Mazdoor which was already denied by the Hon'ble CAT and the Petitioner is bound by the order of the same Hon'ble CAT of the Competent Jurisdiction in the eye of Law. In the instant case, workman petitioner can not take such defence on the ground of his claim for re-engagement which he had not taken in his previous case. Similar view was also of the Hon'ble High Court, Ranchi (Jharkhand) in the aforesaid ruling in reference to Sec. 11 and Order II, Rule II of the Code of Civil Procedure, 1908, that respondent can not take the defence which he did not take as defence in the earlier round of litigation (para 6).

Under these circumstances, the present Reference concerning re-engagement as Daily Rated Mazdoor being barred by Constructive Res Judicata under Sec. 11 Explanation IV of the aforesaid C.P.C. is unsustainable. Accordingly, a copy of the order is forwarded to the Ministry of Labour, Government of India for information and needful.

KISHORI RAM, Presiding Officer

नई दिल्ली, 28 फरवरी, 2013

का. आ. 670.—केन्द्रीय सरकार संतुष्ट हो, जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ढ़) के उप-खण्ड (vi)के उपबंधों के अनुसरण में भारत सरकार के श्रम और रोजगार मंत्रालय की अधिसूचना संख्या का.आ. दिनांक 13-09-2012 द्वारा हिन्दुस्तान एरोनाटिक्स लिमिटेड जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 8 में शामिल है, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 26-09-2012 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था ;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ढ़) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 26-03-2013 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है ।

[सं. एस-11017/1/2003-आई आर (पी.एल.)]
चन्द्र प्रकाश, संयुक्त सचिव

New Delhi, the 28th February, 2013

S. O. 670.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour and Employment, dated 13-09-2012 the service in the Hindustan Aeronauties Limited which is covered by item 8 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a Public Utility Service for the purpose of the said Act, for a period of six months from the 26th September, 2012.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby declares the said industry to be a Public Utility Service for the purposes of the said Act, for a period of six months from the 26th March, 2013.

[No. S-11017/1/2003-IR (PL)]

CHANDRA PRAKASH, Jt. Secy.

नई दिल्ली, 28 फरवरी, 2013

का. आ. 671.—केन्द्रीय सरकार संतुष्ट हो, जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ढ़) के उप-खण्ड (vi)के उपबंधों के अनुसरण में भारत सरकार के श्रम और रोजगार मंत्रालय की अधिसूचना संख्या का.आ. दिनांक 06-09-2012 द्वारा किसी भी तेल क्षेत्र जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 17 में शामिल है, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 09-09-2012 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था ;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ढ़) के उप-खण्ड (vi) के परन्तुक द्वारा

प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 09-03-2013 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है ।

[सं. एस-11017/10/97-आई आर (पी.एल.)]

चन्द्र प्रकाश, संयुक्त सचिव

New Delhi, the 28th February, 2013

S. O. 671.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour and Employment, dated 06-09-2012 the service in the Any Oil Field which is covered by item 17 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a Public Utility Service for the purpose of the said Act, for a period of six months from the 9th September, 2012.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby declares the said industry to be a Public Utility Service for the purposes of the said Act, for a period of six months from the 9th March, 2013.

[No. S-11017/10/97-IR (PL)]

CHANDRA PRAKASH, Jt. Secy.

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